

PORSEF JOHN CHILDS  
11.3.31.5.1

 Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

## CONTRACT MANUAL

Including Specifications

for

**GENERAL TERMINALS  
TERMINAL 2, BERTHS 204, 205, AND 206  
TERMINAL 5, BERTH 501 AND BARGE SLIP  
MAINTENANCE DREDGING**

Solicitation No. 01-105

EAN 2001D015

**AS BID**

**ADDENDUM NO. 1**

September 2001

USEPA SF



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**PORT OF PORTLAND**  
P.O. Box 3529  
Portland, Oregon 97208

**GENERAL TERMINALS  
TERMINAL 2, BERTHS 204, 205, AND 206  
TERMINAL 5, BERTH 501 AND BARGE SLIP  
MAINTENANCE DREDGING**

Solicitation No 01-105

**ADDENDUM NO. 1**

Addendum No. 1 hereby amends the contract manual for the General Terminals, Terminal 2, Berths 204, 205, and 206, Terminal 5, Berth 501 and Barge Slip, Maintenance Dredging project dated September 11, 2001. It is essential that prospective bidders note the contents of this addendum and that the Port of Portland be made aware that the addendum has been received. Therefore, acknowledge receipt by inserting the number of this addendum in the space provided on the enclosed Page 00300-3a of the bid.

**Contract Manual**

**Page 00020-1**, first paragraph, change to read, in part, "until, but not after, 11 a.m. on October 1, 2001 . . . ." (Note that the bid opening has been delayed two business days.)

**Document 00300**, following Page 00300-3, add Page 00300-3a.

THE PORT OF PORTLAND

Bobbi Matthews, Manager  
Contracts and Procurement

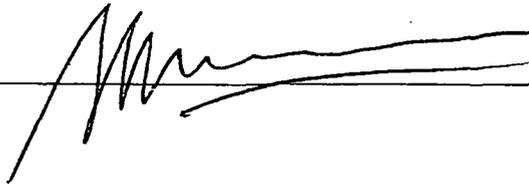
September 27, 2001

Enclosure: Page 00300-3a

DOCUMENT 00005  
APPROVALS

GENERAL TERMINALS  
TERMINAL 2, BERTHS 204, 205, AND 206  
TERMINAL 5, BERTH 501 AND BARGE SLIP  
MAINTENANCE DREDGING

Project Manager:



Project Engineer:



*W.R. Haynes*  
6/2/05

DOCUMENT 00010  
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TERMINAL 2, BERTHS 204, 205, AND 206  
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MAINTENANCE DREDGING

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SHEET TITLE

GT 2001-1

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DOCUMENT 00020  
ADVERTISEMENT FOR BIDS

THE PORT OF PORTLAND

GENERAL TERMINALS  
TERMINAL 2, BERTHS 204, 205, AND 206  
TERMINAL 5, BERTH 501 AND BARGE SLIP  
MAINTENANCE DREDGING

Solicitation No. 01-105

Sealed bids for the General Terminals, Terminal 2, Berths 204, 205, and 206, Terminal 5, Berth 501 and Barge Slip, Maintenance Dredging project will be received at the office of the Manager, Contracts and Procurement, of The Port of Portland, 121 N.W. Everett Street, 5th floor, Portland, Oregon 97209 (mailing address: Post Office Box 3529, Portland, Oregon 97208) until, but not after, 11 a.m. on September 27, 2001, and thereafter publicly opened and read.

**ADDENDUM NO. 1**

The work includes but is not limited to:

Dredging Berths 204, 205, and 206 at Terminal 2, and Berth 501 and the barge slip at Terminal 5; transporting barges to and from the Port's disposal operations site at Terminal 6; and segregating debris during dredging and disposing of debris at a permitted upland disposal site.

A prebid conference will be held at 2 p.m. September 18, 2001, at the Terminal 6 Administration Building, Main Conference Room, 7201 N. Marine Drive, Portland, Oregon, to discuss all phases of the work.

Please direct technical questions to the Project Engineer, Walt Haynes, (503) 944-7343.

The drawings and the project manual may be examined at Port offices. Copies may be obtained by prospective bidders at no cost from Contracts and Procurement (address above). Contracts and Procurement can be reached at (503) 944-7593; fax (503) 944-7597.

Bids must be on the bid form which will be provided to prospective bidders and must be accompanied by bid security made payable to The Port of Portland in an amount equal to at least 10 percent of the total amount bid.

The Port is committed to providing equal opportunities to disadvantaged business enterprises (DBEs) certified by the State of Oregon. The Port encourages bidders to exercise good faith efforts, as defined in ORS 200.045(d), to obtain DBE subcontractor participation on this contract. A listing of DBE firms, organized by specific contracting type, is available at the OMWESB web site ([www.cbs.state.or.us/external/imd/database/omwesb/omwesb-main.html](http://www.cbs.state.or.us/external/imd/database/omwesb/omwesb-main.html)). A printout of DBE firms is available upon request from the Port's Contracts and Procurement office.

In accordance with ORS 279.027 and additional Port requirements for providing and tracking equal opportunities to DBEs, bidders must submit the enclosed first-tier subcontractor bid reports within four working hours after bid opening. The reports identify those DBE and non-DBE, first-tier subcontractors

the bidder has received bids from and those he intends to subcontract work to. The Contractor will also be required to submit the enclosed subcontractor payment and utilization report at the close of the project.

Prequalification is not required for this work.

No bid will be received or considered unless it contains a statement by the bidder as a part of the bid that the provisions of ORS 279.350 (regarding payment of prevailing wage rates on public works projects over \$25,000) are to be complied with.

Bidders are hereby alerted that a public works contractor must pay a fee to the Commissioner of the Bureau of Labor and Industries, as provided in ORS 279.375.

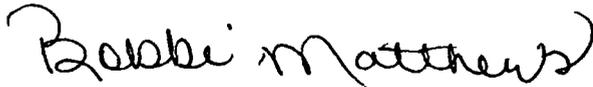
No bid will be received or considered unless the bidder is registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.055 (1), prior to submitting a bid. (See the Instructions to Bidders.)

The contractor or a subcontractor need not be licensed for asbestos work under ORS 468A.720.

Bidders are required to state whether or not the bidder is a resident bidder, as defined in ORS 279.029. (See the Instructions to Bidders.)

Bids may be rejected if not in compliance with bidding procedures and requirements. Any or all bids may be rejected if in the public interest to do so.

THE PORT OF PORTLAND



Bobbi Matthews, Manager  
Contracts and Procurement

September 11, 2001

CPD/CON

DOCUMENT 00100  
INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

### ARTICLE 1 - DESCRIPTION

- 1.1 Provide labor, materials, and other means required by the contract documents to complete the work.

### ARTICLE 2 - PREBID INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 If the bidder finds discrepancies, omissions, or is in doubt as to the true meaning of any part of the contract documents, submit a written request for a clarification or interpretation to the Manager, Contracts and Procurement, not later than 7 days prior to the bid opening date.
- 2.2 Clarification or interpretation of the contract documents will be made by addendum. Consider addenda in the bid. The Port is not responsible for explanation, clarification, or interpretation made or given except by addendum.

### ARTICLE 3 - RESIDENT BIDDER PREFERENCE

- 3.1 Each bid shall contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.
- 3.2 Under ORS 279.029(6), a "resident bidder" is a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon, and has stated in the bid whether the bidder is a "resident bidder" pursuant to ORS 279.029(6).
- 3.3 Under ORS 279.029(6), a "non-resident bidder" is a bidder who is not a "resident bidder" as defined in Item 3.2 above.
- 3.4 Failure to complete the "resident bidder" certification statement of residency or nonresidency contained in the bid form may result in rejection of the bid.
- 3.5 In determining the lowest responsive bidder, the Port will, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

### ARTICLE 4 - PREQUALIFICATION OF BIDDERS

- 4.1 If prequalification is specifically required in the Advertisement for Bids, prequalify under Oregon Revised Statutes (ORS) 279.039. Submit the prescribed prequalification statement to the Manager, Contracts and Procurement, not later than 5 business days prior to the bid opening date.
- 4.2 If the bidder intends to rely on existing prequalification by the State of Oregon, submit evidence of that prequalification according to the same schedule required for the Port of Portland application for prequalification.

## ARTICLE 5 - EQUIVALENT MATERIALS, PRODUCTS, OR SERVICES

- 5.1 Specified materials, products, or services are named for the purpose of establishing a standard of quality and characteristics desired. Other materials, products, or services of equal quality and characteristics for the purposes intended may be submitted at the appropriate time for approval. The Substitution Request Form is enclosed at the end of these Instructions to Bidders. The Engineer, in his sole discretion, will be the judge of the equality and suitability of the proposed substitution.
- 5.2 The following definitions of the phrases stated after materials, products, or services in the Specifications determine the extent to which substitutions may be proposed.
- A. "OR APPROVED EQUAL" materials, products, or services require approval by addendum prior to bid opening. Materials, products, or services which the bidder proposes to substitute, and which he/she considers equal to those specified, must be submitted on the Substitution Request Form and received by the Manager, Contracts and Procurement, not later than 7 days prior to the bid opening date. Requests shall be accompanied by complete technical data and such pertinent information and/or samples as necessary, or as specifically specified, to fully identify and appraise the material, product, or service. Approval of materials, products, or services deemed equivalent will be issued by addendum prior to the bid opening date.
  - B. "OR EQUAL" materials, products, or services do not require approval prior to bid opening. Materials, products, or services which the Contractor proposes to substitute and which he/she considers equal to those specified shall be submitted on the Substitution Request Form for approval. The proposed substitution shall anticipate necessary lead time required for approval by the Port and procurement. Such submittal shall be accompanied by complete technical data and such pertinent information as necessary to fully identify and appraise the material, product, or service. No increase in the contract price or time will be considered when substitution is not approved.

## ARTICLE 6 - ESTIMATED QUANTITIES

- 6.1 Estimated quantities shown in the bid form provide a basis for comparison of bids only. The bidder shall verify the quantity of each bid item prior to submission of his/her bid. Reference is made to Change of Contract Price in the General Conditions.

## ARTICLE 7 - EXAMINATION OF SITE

- 7.1 Examine the site and conditions thereon. Bids shall take into consideration conditions which may affect the work. No additional compensation or extension of time will be allowed because of any condition of which the bidder could have informed himself either by examination, testing, sampling, review of records, or otherwise. The Port's site study information, if any, will be made available to prospective bidders for review; however, the Port disclaims liability and responsibility for the completeness or accuracy thereof.

## ARTICLE 8 - ELECTRONIC DOCUMENTS

- 8.1 If available, the Port may provide the bidder, at the bidder's request, construction design or related documents in electronic form. Because electronic documents are subject to data erosion, erasure, alteration, changes in computer software, or computer viruses, and the sources of information vary in quality and reliability, the Port makes no warranties or representations regarding the integrity or completeness of any electronic document it provides. Only the hard copy documents actually incorporated into the contract documents may be relied upon by the bidder. Use of electronic documents shall be at the bidder's own risk.

## ARTICLE 9 - BID SECURITY

- 9.1 The bid shall be accompanied by bid security. The security shall be a certified or cashier's check, an irrevocable letter of credit, or a bid bond made payable to the Port of Portland. Checks shall be drawn on a United States bank. Irrevocable letters of credit shall be issued by a commercial bank as defined in ORS 706.005. Bid bonds shall be executed by a surety company licensed to do business in the State of Oregon. The amount of the check, letter of credit, or bond shall be equal to at least 10 percent of the total amount bid. The check, letter of credit, or bond will be held by the Port as security and a guaranty that the bidder will execute the Agreement, give satisfactory evidence of insurance, and furnish a 100 percent performance and payment bond.
- 9.2 The Port may retain the bid security of the three lowest responsive bidders until:
- A. all bids are rejected,
  - B. Notice of Award is issued and contract documents are executed by the successful bidder, or
  - C. expiration of the bids,
- at which time the bid security of the unsuccessful bidders will be promptly returned.
- 9.3 The bid security of those other than the three lowest responsive bidders will be returned promptly following bid opening.

## ARTICLE 10 - EXECUTION OF BID

- 10.1 Bids shall be on the bid form provided to prospective bidders.
- 10.2 When the bid form provides for writing the bid price in words and numerals, the price as written in words governs over the price written in numerals.
- 10.3 In the case of conflict between the amount bid and the product of the estimated quantity and the unit bid price, the unit bid price prevails and the corrected product will be used in computing the total amount bid.
- 10.4 Complete the bid form requirements, including acknowledgement of receipt of addenda, if applicable; statement of resident status; and any other requirements specifically called for in the bid.
- 10.5 Execute the bid in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the officer's name and office held.

10.6 Type or print the address and telephone number of the bidder on the bid form.

#### ARTICLE 11 - DISCLOSURE OF FIRST-TIER SUBCONTRACTORS

11.1 Within four working hours of the date and time the bids were due, the bidder shall separately disclose first-tier subcontractors meeting one or both of the following criteria, regardless of subcontract amount:

- A. All first-tier subcontractors who submitted subcontract bids to furnish labor or materials in connection with the work;
- B. All first-tier subcontractors who were selected to furnish labor or materials in connection with the work.

11.2 Disclosure of first-tier subcontractors may be submitted with the bid form or delivered by fax or by clearly labeled envelope, within the time allowed, to the Contracts and Procurement Office. For the purposes of this article, working hours are between 8 a.m. and noon, and 1 p.m. and 5 p.m. Monday through Friday, except Port holidays. The Contracts and Procurement office is closed between the hours of noon and 1 p.m.

#### ARTICLE 12 - SUBMISSION OF BID

12.1 Seal the bid in a separate envelope, addressed to the Manager, Contracts and Procurement, The Port of Portland, 121 N.W. Everett Street, Portland, Oregon, (Mailing address: P.O. Box 3529, Portland, Oregon 97208) showing on the outside of the envelope the name of the bidder, the bidder's State of Oregon Construction Contractors Board registration number, and the contract title preceded by the words "SEALED BID."

12.2 Bids will be received at the place and until the time stated in the Advertisement for Bids.

12.3 A bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

#### ARTICLE 13 - WITHDRAWAL OF BID

13.1 Prior to bid opening, a bidder may withdraw his/her bid. This will not preclude submission of another bid by such bidder prior to the time set for bid opening.

#### ARTICLE 14 - OPENING OF BIDS

14.1 The Port reserves the right to postpone a bid opening.

14.2 At the time and place set for the opening and reading of bids, bids received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud.

**ARTICLE 15 - ACCEPTANCE OR REJECTION OF BIDS**

- 15.1 Bids may be rejected if not in compliance with bidding procedures and requirements. All bids may be rejected in the public interest.
- 15.2 The Port may disqualify any bidder if, at any time, it finds:
- A. The bidder has been convicted for the commission of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - B. The bidder has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the bidder's responsibility as a contractor;
  - C. The bidder has been convicted under state or federal antitrust statutes; or
  - D. The bidder has violated a contract provision that is regarded by the Port to be so serious as to justify disqualification. A violation may include, but is not limited to, a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. However, a failure to perform or an unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for disqualification.
- 15.3 The Port may disqualify an apparent low bidder if, at any time, it finds:
- A. The bidder does not have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability to meet all contractual responsibilities;
  - B. The bidder does not have a satisfactory record of performance;
  - C. The bidder does not have a satisfactory record of integrity;
  - D. The bidder is not qualified legally to contract with the public contracting agency; or
  - E. The bidder fails to meet the standards of responsibility pursuant to ORS 279.029, or fails to supply all necessary information in connection with demonstrating such responsibility.
- 15.4 In determining the low responsive bid, the Port will not consider alternates called for in the bid form.
- 15.5 Bids that are incomplete or conditioned in any way, or that contain erasures or alterations, may be rejected.
- 15.6 Failure to acknowledge receipt of an addendum may result in rejection of a bid.
- 15.7 The Port may waive minor informalities in a submitted bid.
- 15.8 Acceptance of a bid by the Port will be made by a Notice of Award issued within 50 days after the bid opening date (or as modified by Document 00300, Bid). The bid may not be revoked by the bidder within this period. Failure to issue the Notice of Award within the 50-day period will permit the bidder to withdraw his/her bid. If withdrawn, the Port will return the bid security. A bid

remains effective until it is withdrawn by an affirmative act of the bidder or until the Port rejects the bid, either expressly or impliedly, by awarding the contract to another bidder.

#### ARTICLE 16 - EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BOND

- 16.1 Within 10 days after issuance of the Notice of Award indicating acceptance of the bid by the Port, the successful bidder (Contractor) shall execute and deliver the Agreement and the Performance and Payment Bond to the Port. The Performance and Payment Bond shall be for the total amount of the contract. The company providing the Performance and Payment Bond shall be authorized to do business in the State of Oregon. The Agreement and the Performance and Payment Bond shall be on the form provided by the Port.
- 16.2 Notice of Award may be canceled by the Port and the bid security forfeited if the bidder fails to execute the Agreement, give satisfactory evidence of insurance, and furnish the performance and payment bond within 10 days after Notice of Award. The Port may extend the time for delivery of the executed contract documents. If the Port extends the time for delivery of the executed contract documents at the successful bidder's request, the Port may:
- A. Extend the time (see NOTICE TO PROCEED below) between Notice of Award and Notice to Proceed by an equivalent number of days, or
  - B. Reduce the contract duration period (see the Bid and the Agreement) by an equivalent number of days.

#### ARTICLE 17 - NOTICE TO PROCEED

- 17.1 Within 45 days after Notice of Award, the Port will execute the Agreement and issue Notice to Proceed. The Notice to Proceed will state the dates: (1) on which the Contractor may begin the work, (2) by which the Contractor is required to attain substantial completion of the work, and (3) by which the Contractor is required to attain final completion of the work.

#### ARTICLE 18 - PROTESTS

- 18.1 A bidder or prospective bidder who wishes to object to any aspect of this solicitation must deliver a written protest to the Port's Manager of Contracts and Procurement, 121 N.W. Everett Street, 5th Floor, Portland, Oregon 97209; or P.O. Box 3529, Portland, Oregon 97208; or facsimile to (503) 944-7597.
- 18.2 If the protest relates to matters that are apparent on the face of the solicitation documents or that otherwise are known or reasonably ought to be known to the protestor, the protest must be delivered no later than five business days before the deadline for the Port's receipt of offers.
- 18.3 If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event later than five business days after the protestor knows or reasonably ought to know of the award of the contract, the Port's intent to award the contract, or the other matters to which the protest is addressed.
- 18.4 A protest is delivered for the purposes of this article when it actually is received by the Port's Contracts and Procurement staff.

18.5 The Port may decline to review a late protest.

18.6 The protest shall be deemed to include only the documents timely delivered pursuant to this article. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The Port may investigate as it deems appropriate in reviewing the protest, and will issue a written response to the protest. The Port may proceed with contract award, execution, and performance while a protest is pending.

END OF DOCUMENT



**SUBSTITUTION REQUEST**

TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

SPECIFIED ITEM: \_\_\_\_\_

Section	Page	Paragraph	Description
PROPOSED SUBSTITUTION: _____			

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable data portions.

Attached data also includes description of changes to Contract Documents and proposed substitution required for its proper installation.

Undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Submitted by:

Name (Print)
Signature
Firm Name
Address
City, State, Zip
Date
Telephone                      Fax

General Contractor (if after award of Contract)

For use by A/E	
<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as noted
<input type="checkbox"/> Not Approved	<input type="checkbox"/> Received too late
By	
Date	
Remarks	

Attachments:

DOCUMENT 00300

BID

To The Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

The bidder warrants that he has carefully examined the contract documents for the contract described as follows:

GENERAL TERMINALS  
TERMINAL 2, BERTHS 204, 205, AND 206  
TERMINAL 5, BERTH 501 AND BARGE SLIP  
MAINTENANCE DREDGING

The bidder further warrants that he has examined the proposed work area independently of the indications in the contract documents and has made such investigations as are necessary to determine: (1) the character of the materials to be handled, (2) the probable interferences due to Port operations, and (3) other conditions to be encountered.

The bidder further warrants that if this bid is accepted, he will contract with The Port of Portland in the form of Agreement hereto annexed and will to the extent of his bid provide all things necessary for the performance of the contract, including, but not limited to, bonds, labor, materials, transportation, equipment, and anything else required to complete the work in accordance with the requirements of the contract documents.

The Port intends to authorize procurement of all materials required for fabricating and installing barge removable material screens (if applicable) on or about November 1, 2001. The Port intends to authorize on-site dredging work for Terminals 2 and 5 to commence on or about December 3, 2001.

Time is of the essence. The bidder promises that all dredging work at Terminals 2 and 5 shall be substantially complete on or before January 25, 2002 and finally complete on or before January 29, 2002.

If the bidder fails to complete all dredging work by January 29, 2002, and ships are turned away because the berths or other facilities are unusable, the Port and the Port's tenants may lose revenues they otherwise would receive for the use of the berths and facilities. The bidder therefore agrees to pay the Port a lump sum liquidated damages fee in the amount of \$40,000 if all work is not completed on or before January 29, 2002. Dredging is not permitted between January 31, 2002 and July 1, 2002. If additional dredging is needed to attain final completion after July 1, 2002, the bidder agrees to pay the Port liquidated damages at the rate of \$500 per day, beginning July 1, 2002, for each day completion of the work is delayed beyond July 1, 2002.

Unexpected ship arrivals may require the bidder to shift dredging operations to other areas or cease operations and demobilize/remobilize equipment. In consideration of the extra work required and expenses that may be incurred by the bidder, the Port will pay the bidder a compensation of \$900 for each

time the Engineer directs the bidder to stop dredging at Terminal 2 or Terminal 5 before the work is complete and move from the current dredging location to another dredging location to accommodate unexpected ship arrivals. The Port will further pay the bidder a compensation of \$1,200 for each time the Engineer directs the bidder to move equipment to the staging area and shut down dredging operations at Terminal 2 or Terminal 5 to accommodate unexpected ship arrivals.

In addition to all other payments under this contract, the Port will pay the bidder an incentive of \$300 per day for each day substantial completion of work at both terminals is achieved prior to January 25, 2001, provided that the total of incentive payments will not exceed \$10,000. For the purposes of this incentive only, the scheduled substantial completion date initially established by this contract will not be extended for any reason, including but not limited to delays caused by the Port or persons acting for the Port. The Port's obligation to pay an incentive is contingent upon the Port's acceptance of the work. If earned, the incentive payment will be due with the final payment.

The bidder also agrees to pay Other Damages described in the General Conditions.

The bidder submits and proposes the following unit bid prices, to wit:

GENERAL TERMINALS T2, BERTHS 204, 205, & 206, BERTH 501 & BARGE SLIP MAINTENANCE DREDGING					
Item No.	Name of Item	Estimated Quantity	Units	Unit Price	Total Price
0001	Mobilization, Surveying, Cleanup, and Demobilization	_____	LS		
0002	Dredging of Material at Terminal 2, Berths 204 and 205	2,450.0	CY		
0003	Dredging of Material at Terminal 2, Berth 206	7,460.0	CY		
0004	Dredging of Material at Terminal 5, Berth 501	3,550.0	CY		
0005	Dredging of Material at Terminal 5, Barge Slip	1,675.0	CY		
0006	Segregation and Disposal of Debris	_____	LS		
	<b>Total Amount Bid (Basis of Award)</b>				\$ _____

The bidder hereby acknowledges receipt of Addendum Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these contract documents.

Accompanying this bid is bid security. The amount is 10 percent of the total amount bid. This bid may not be revoked by the bidder for a period of 50 days after the date bids are opened. It is agreed that if this bid is accepted in writing by the Port's Notice of Award within 50 days after bid opening, and the Contractor executes and delivers the Agreement, including a satisfactory performance and payment bond for the full amount of the contract, within 10 days after Notice of Award, said bid security will be returned to the undersigned. Otherwise, said bid security may be collected as liquidated damages at the option of the Port.

After the Contractor has delivered the executed Agreement, including a satisfactory performance and payment bond for the full amount of the contract and evidence of insurance, the Port will set a date to issue Notice to Proceed. If all of the documents are not provided within 10 days, the Port may extend the Notice to Proceed date or reduce the contract duration period, as specified in the Instructions to Bidders.

The surety company requested to issue the performance and payment bond will be \_\_\_\_\_  
\_\_\_\_\_. The bidder hereby authorizes said surety to disclose to the Port any information concerning bidder's ability to supply a performance and payment bond for the full amount of the contract.

The bidder agrees to comply with the requirements of ORS 279.350 governing the prevailing wage rates. The bidder acknowledges that this bid takes into account the fee that the successful bidder will be required to pay to the Oregon Bureau of Labor and Industries and that the bidder will be entitled to no compensation in addition to the bid price on account of that fee.

The bidder certifies that, under ORS 279.029(6), it is a (check one):

Resident Bidder                       Nonresident Bidder.

If a nonresident bidder, the bidder certifies residency of (insert name of state where the bidder is a resident):

\_\_\_\_\_  
Failure to complete the foregoing certification of residency or nonresidency may render the bid nonresponsive. Failure of a nonresident bidder to certify its state of residency also may render the bid nonresponsive.

The right to reject any or all bids is reserved.

Name of Bidder: \_\_\_\_\_

Business Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Printed Name of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Oregon Construction Contractors Board Registration No. \_\_\_\_\_  
(Required for Bidding).

Note: Bid security must be included with this Bid.

- No Subcontractors are anticipated for this contract.
- Subcontractors are anticipated for this contract (forms follow). See the Instructions to Bidders for requirements and submission information.

The bidder is requested to provide the following principal characteristics for each hopper barge that will be used as a material barge during the course of the work. This is for the Port's information only and will not be used to determine the basis of award (award of the contract will be determined by the lowest amount bid). However, barges must meet requirements of Section 02842.

Length: _____	Cell Quantity: _____
Breadth: _____	Cell Width: _____
Depth: _____	Cell Length: _____
Light Draft: _____	Cell Depth: _____
Freeboard Light Draft: _____	Total Cell Capacity (Tons): _____
Loaded Draft: _____	Total Cell Capacity (Cubic Yards): _____
Freeboard Loaded Draft: _____	Mooring Bitt Arrangement: _____

**FIRST-TIER SUBCONTRACTOR BIDS SUBMITTED**

List ALL first-tier subcontractors, including DBE and non-DBE, regardless of subcontract amount.

CONTRACTOR: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_  
 FORM COMPLETED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_ DBE GOAL (if applicable): \_\_\_\_\_% ACTUAL: \_\_\_\_\_%  
Print or Type

Name, Address, Telephone	Type of Work	Estimated Dollar Value	Certification (if applicable)
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A
			<input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> N/A

Signature certifies as to the accuracy of the foregoing information: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date

**FIRST-TIER SUBCONTRACTOR BIDS SELECTED**

List ALL first-tier subcontractors, including DBE and non-DBE, regardless of subcontract amount.

CONTRACTOR: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

FORM COMPLETED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
Print or Type

Name, Address, Telephone	Subcontractor's Registration Number (if required by the State of Oregon Construction Contractors Board)	Estimated Dollar Value

Signature certifies as to the accuracy of the foregoing information: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date

DOCUMENT 00500  
AGREEMENT

\_\_\_\_\_  
Agreement Number

THE PORT OF PORTLAND  
P. O. BOX 3529  
PORTLAND, OREGON 97208

GENERAL TERMINALS  
TERMINAL 2, BERTHS 204, 205, AND 206  
TERMINAL 5, BERTH 501 AND BARGE SLIP  
MAINTENANCE DREDGING

THIS AGREEMENT made and entered into on the date of full execution of this contract by and between  
The Port of Portland, a port district organized under ORS Chapter 778, hereinafter called "the Port," and

\_\_\_\_\_ of

\_\_\_\_\_ hereinafter called "the Contractor."

WITNESSETH:

That the Contractor in consideration of the covenants, agreements and payments to be performed and made by the Port, hereby covenants and agrees to provide all things necessary for the performance of the contract, including, but not limited to, bonds, labor, materials, transportation, equipment, and anything else required to execute, construct and furnish in full compliance with the contract documents, in an expeditious, substantial and workmanlike manner, the work and material hereinafter particularly described:

GENERAL TERMINALS  
TERMINAL 2, BERTHS 204, 205, AND 206  
TERMINAL 5, BERTH 501 AND BARGE SLIP  
MAINTENANCE DREDGING

The Contractor agrees that the following are hereby made a part of this Agreement and are mutually cooperative therewith: (1) a copy of the Contractor's Bid signed on \_\_\_\_\_, 20\_\_\_\_, including any documentation accompanying the Bid; (2) this Agreement, including any post-Bid documentation submitted prior to Notice of Award and attached as an exhibit to this Agreement; (3) Performance and Payment Bond; (4) General Conditions; (5) Supplementary Conditions; (6) Wage Rates; (7) Drawings; (8) Specifications; and (9) Addenda.

The amount of this Agreement is \$ \_\_\_\_\_.

The Port intends to authorize procurement of all materials required for fabricating and installing barge removable material screens (if applicable) on or about November 1, 2001. The Port intends to authorize on-site dredging work for Terminals 2 and 5 to commence on or about December 3, 2001.

Time is of the essence. The Contractor promises that all dredging work at Terminals 2 and 5 shall be substantially complete on or before January 25, 2002 and finally complete on or before January 29, 2002.

If the Contractor fails to complete all dredging work by January 29, 2002, and ships are turned away because the berths or other facilities are unusable, the Port and the Port's tenants may lose revenues they otherwise would receive for the use of the berths and facilities. The Contractor therefore agrees to pay the Port a lump sum liquidated damages fee in the amount of \$40,000 if all work is not completed on or before January 29, 2002. Dredging is not permitted between January 31, 2002 and July 1, 2002. If additional dredging is needed to attain final completion after July 1, 2002, the Contractor agrees to pay the Port liquidated damages at the rate of \$500 per day, beginning July 1, 2002, for each day completion of the work is delayed beyond July 1, 2002.

Unexpected ship arrivals may require the Contractor to shift dredging operations to other areas or cease operations and demobilize/remobilize equipment. In consideration of the extra work required and expenses that may be incurred by the Contractor, the Port will pay the Contractor a compensation of \$900 for each time the Engineer directs the Contractor to stop dredging at Terminal 2 or Terminal 5 before the work is complete and move from the current dredging location to another dredging location to accommodate unexpected ship arrivals. The Port will further pay the Contractor a compensation of \$1,200 for each time the Engineer directs the Contractor to move equipment to the staging area and shut down dredging operations at Terminal 2 or Terminal 5 to accommodate unexpected ship arrivals.

In addition to all other payments under this contract, the Port will pay the Contractor an incentive of \$300 per day for each day substantial completion of work at both terminals is achieved prior to January 25, 2001, provided that the total of incentive payments will not exceed \$10,000. For the purposes of this incentive only, the scheduled substantial completion date initially established by this contract will not be extended for any reason, including but not limited to delays caused by the Port or persons acting for the Port. The Port's obligation to pay an incentive is contingent upon the Port's acceptance of the work. If earned, the incentive payment will be due with the final payment.

The Contractor also agrees to pay Other Damages described in the General Conditions.

The Contractor must obtain the prior written consent of the Port to any proposed assignment of any interest in or part of this Agreement. Such consent shall be at the sole discretion of the Port.

Under the same date as this Agreement, the Contractor is furnishing the Port with corporate surety bonds with \_\_\_\_\_ as surety in the amount of \_\_\_\_\_. This bond shall insure complete performance by the Contractor of this Agreement in accordance with all of its terms and provisions.

The Contractor agrees to diligently prosecute the work to final acceptance and to accept as full payment hereunder the amounts specified in the Bid; and the Port agrees to make payments at the time, in the amount, and upon the terms and conditions specified herein.

The Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits, and facilities.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed:

(FULL NAME OF CORPORATION)

THE PORT OF PORTLAND

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Print)

NAME: \_\_\_\_\_  
(Print)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Legal Sufficiency for the Port of  
Portland:

\_\_\_\_\_  
Counsel for The Port of Portland

Approved by Commission on

DOCUMENT 00600  
PERFORMANCE AND PAYMENT BOND

THE PORT OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS: We \_\_\_\_\_  
as Principal and \_\_\_\_\_, a corporation authorized  
to transact a surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto  
THE PORT OF PORTLAND, a port district, in the sum of \_\_\_\_\_  
\_\_\_\_\_. The condition  
of this bond is such that, whereas on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the said  
\_\_\_\_\_ Principal, made and entered into an  
Agreement with THE PORT OF PORTLAND. Copies of the Agreement together with all Contract  
Documents are attached and made a part hereof.

NOW, THEREFORE, this obligation under the Agreement shall become null and void if the Principal, within  
the time prescribed and during the life of any guaranty: (1) observes and complies with the terms,  
conditions and provisions of said Agreement in all respects, including those listed in ORS 279.310 to  
279.320; (2) performs all matters and things specified or shown within the time prescribed or as extended;  
(3) defends, indemnifies, saves, and holds harmless THE PORT OF PORTLAND, its Board of  
Commissioners, officers, agents, and employees; (4) makes payment promptly to all persons supplying labor  
or materials to the Principal or the Principal's subcontractors for prosecution of the work; (5) makes  
payment promptly of all contributions due for workers' compensation insurance and the State  
Unemployment Compensation Fund from the Principal or the Principal's subcontractors in connection with  
prosecution of the work; (6) pays the Department of Revenue all sums required to be deducted from the  
wages of employees of the Principal and the Principal's subcontractors pursuant to the Personal Income Tax  
Act of 1969; and (7) performs and fulfills all provisions of any extensions and modifications authorized by  
THE PORT OF PORTLAND, with or without notice to the Surety, which is expressly waived; otherwise it  
remains in full force and effect. By issuing this bond, the Surety agrees to participate as a party in any  
mediation required by the Contract, and any arbitration agreed upon by the Principal and the Oblige, where  
bond obligations are at issue.

IN WITNESS WHEREOF, the Principal and Surety herein have caused this bond to be signed and sealed this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

Signature: \_\_\_\_\_

**SURETY COMPANY:** \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

RECENT CHANGES TO THE GENERAL CONDITIONS

<u>Date</u>	<u>Topic</u>	<u>Item Number</u>
1/97	Liability Insurance Laws and Regulations Compliance Indemnification Savings Clause	5.4 6.16, F 6.37 16.5
2/97	Damage for Delay	11.3 and 11.4
11/97	Overtime	6.17, C
4/98	Commercial Recycling Plan Form Contractor's Responsibilities  Payments to the Contractor and Completion  Bid Items, Change Orders (text change) Materials on Hand Form (deleted) Commercial Recycling Plan Form (deleted)	2.8, D 6.9, E; 6.17; 6.17,E; 6.29; 6.33; 6.35; 6.36 13.1, A-E;13.2; 13.4, A; 13.5; 13.8; 13.9; 13.11 Form Form Form
10/99	Typeface for Engineer, Contractor, Port Act of God, Business Day, Contract Time, Day Owner, Port, the Work Port Representative Cancellation of Award (item deleted) Precon. conference changed to precon. meeting Ref. to ORS 279.317 "Calendar days" changed to "days" Drug Testing Program (ORS 279.312) and Interest Charged Contractor and Subcontractors (ORS 279.314) Submittals, Shop Drawings, Product Data, and Samples Access to the Work Prevailing Wage Rates Change of Contract Time Application for Progress Payment Retainage	Throughout GCs Definitions  2.1 2.3 2.8 6.10 6.14 6.17  Heading, 6.28, 6.29  6.33 6.37 11.4 13.1 13.5, 13.6
1/01	Replaced Lien Waiver form with new Waiver of Claims to Date	13.2, 13.13, Form
3/01	Modified Contractor's Request for Payment form Added Subcontractor Payment and Utilization Report Expanded Laws and Regulations to include ORS 279.445 required language	13.13, Forms 6.17, G

DOCUMENT 00700  
GENERAL CONDITIONS

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PROJECT-RELATED FORMS AND APPLICATIONS..... Following General Conditions

## ARTICLE 1 - DEFINITIONS

These definitions apply to their use in all Contract Documents:

**Act of God** - Any misadventure or casualty caused by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention, which could not have been prevented or escaped by any amount of foresight or prudence, by any reasonable degree of care, or by the aid of any appliances reasonably required under the circumstances. A meteorological event, including but not limited to, cold, heat, rain, snow, wind, flood, or lightning, shall be rebuttably presumed not to be an Act of God if it falls within two standard deviations of the mean of records for that event maintained by the U.S. Weather Bureau for the Portland International Airport at Portland, Oregon.

**Addenda** - Written or graphic instruments issued prior to bid opening which clarify, correct, or change the bidding documents or the Contract Documents.

**Agreement** - The written Agreement between the Port and the Contractor covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof.

**Application for Payment** - The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

**Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

**Bonds** - Bid security, performance and payment Bond, and other instruments of security.

**Cash Flow Schedule** - A schedule showing estimated dollar amount of progress payment for which the Contractor expects to apply each month during the contract.

**Change Order** - A written order to the Contractor issued by the Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

**Complete** - When the Work has been completely performed in all respects in a manner acceptable by the Engineer.

**Construction Contract Manager** - The authorized representative of the Engineer who is assigned to the Work.

**Contract Documents** - The Contractor's signed Bid, including any documentation accompanying the Bid; Agreement, including any post-Bid documentation submitted prior to Notice of Award and attached as an exhibit to the Agreement; performance and payment Bond; these General Conditions; Supplementary Conditions; wage rates; Drawings; Specifications; Addenda and Modifications.

**Contract Manual** - The bound volume(s) composed of bidding requirements, contract forms, contract conditions, and specifications.

**Contract Price** - The total compensation payable to the Contractor for performing the Work as stated in the Agreement and as modified by Change Order.

**Contract Time** - The number of days between the commencement date established by the Notice to Proceed and the date by which Substantial Completion must be achieved under the Agreement.

**Contractor** - The person, firm or corporation with whom the Port has entered into the Agreement.

**Cost of Work (Force Account)** - A method of payment for extra work to be performed by the Contractor as required by the Engineer.

**Day or Calendar Day** - Any 24-hour period beginning at midnight.

**Day, Business** - Any Calendar Day other than Saturday, Sunday, or a holiday on which the Port's administrative offices are closed.

**Defective** - An adjective which, when modifying the word "Work," refers to Work that: (1) is unsatisfactory, faulty, or deficient; (2) does not conform to the Contract Documents; (3) does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents; or (4) has been damaged prior to the Engineer's recommendation for final payment.

**Drawings** - The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents. (The term "plans" is synonymous with the term "Drawings.")

**The Engineer** - The individual specified in writing by the Port to act as such under this Agreement, acting directly or through an assistant or representative.

**Final Acceptance** - Final Acceptance will occur when the Work is deemed to be Complete by a Final Inspection and the Engineer has accepted the final application for payment.

**Final Inspection** - The last inspection of the Work by the Engineer before Final Acceptance.

**Force Account** - See Cost of Work.

**Furnish** - Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver materials, systems, and equipment to the project site, ready for unpacking, assembly, installation, etc., as applicable in each instance.

**General Requirements** - Division 1 of the Specifications.

**He, Him, His** - Used solely for legibility and ease of writing and applies equally to both genders.

**Install** - Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance.

**Modification** - (1) a written amendment of the Contract Documents signed by both parties, or (2) a Change Order. A Modification may only be issued after the effective date of the Agreement.

**Notice of Award** - The written notice by the Port to the apparent successful bidder stating that upon compliance with the conditions stated therein, within the time specified, the Port will sign and deliver the Agreement.

**Notice to Proceed** - A written notice given by the Port to the Contractor fixing the date on which the Contract Time will commence and on which the Contractor shall start to perform the Contractor's obligation under the Contract Documents, fixing the date when the Work is to be Substantially Complete and the date when the Work is to be finally complete.

**Or Approved Equal** - Materials, products, or services substituted for those specified requiring approval by addendum prior to bid opening.

**Or Equal** - Materials, products, or services substituted for those specified requiring approval prior to use.

**Owner** - The Port of Portland.

**Product Data** - Pictures, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

**Provide** - Except as otherwise defined in greater detail, the term "provide" means to furnish and install, complete and ready for the intended use, as applicable in each instance.

**Samples** - Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

**Shop Drawings** - All brochures, diagrams, Drawings, illustrations, instructions, performance charts, schedules, and other data which are specifically submitted by the Contractor to illustrate some portion of the Work.

**Specifications, Divisions 1 through 16** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

**Subcontractor** - An individual or firm having a direct Agreement with the Contractor or with any other Subcontractor for the performance of a part of the Work.

**Substantial Completion** - The Work (or specified part) has progressed to the point where, in the opinion of the Engineer as evidenced by his letter of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) may be utilized for the purpose for which it was intended; or if there be no such letter issued, when final payment is due in accordance with Item 13.19. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**Work** - The labor, materials, equipment, and services required by the Agreement.

**Work Progress Schedule** - A detailed work schedule showing the manner of performance of the Agreement, dates of starting and completing various stages of construction including a graphic network and tabulated schedules, or any variations as may be required.

Written Notice - Any Written Notice given in connection with this Agreement shall be deemed to have been received if: (1) hand carried to the contracting party or its representative, or (2) deposited in the United States mail, certified "Return Receipt Requested" and postage paid, and directed to the party's business address as it appears in the Contract Documents.

## ARTICLE 2 - PRELIMINARY MATTERS

### Port Representative

- 2.1 The Port's Director of Engineering is authorized to represent the Port with respect to this Agreement, provided that his authority to amend the Agreement is limited to the amount set by Port policy. The Director of Engineering may appoint in writing, as the Port's Representative(s), one or more individuals to exercise all or part of his authority.

### Notice of Award

- 2.2 The Port will give written Notice of Award to the successful bidder accepting his bid. Notice of Award may be given at any time within 50 days after bid opening.

### Delivery of Bonds

- 2.3 When the Contractor delivers the executed Agreement to the Port, the Contractor shall also deliver to the Port such bond(s) as the Contractor may be required to furnish in accordance with the applicable requirements of Article 5, Bonds and Insurance.

### Copies of Contract Manual and Drawings

- 2.4 The Port will furnish to the Contractor up to 6 copies of the Contract Manual and Drawings for execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### Commencement of Contract Time

- 2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed. The contract time may start at any time within 45 days after Notice of Award.

### Starting the Work

- 2.6 The Contractor may start to perform the Work on the date stated in the Notice to Proceed.

### Before Starting Construction

- 2.7 Within 10 days after the Notice of Award and before any Work at the work area is started, the Contractor shall deliver to the Port certificates, and other evidence of insurance requested by the Port, which the Contractor is required to purchase and maintain in accordance with Article 5, Bonds and Insurance.
- 2.8 Before the Contractor begins work, a preconstruction meeting will be held to establish a working understanding among the parties to the Work. Procedures will be established for handling Shop Drawings and other submittals and for processing Applications for Payment. At this conference, the Contractor shall submit to the Engineer for review and acceptance:
- A. A Work Progress Schedule. The schedule shall be finalized and submitted to the Engineer one week after the preconstruction meeting. The final schedule shall indicate the Contractor's planned progress in increments of not more than 5-day periods. The schedule shall be subject to approval and/or revision by the Engineer, before and during the course of

the work, at no added cost to the Port. The Contractor shall adhere to the schedule or any revision thereof. The schedule will be used in the evaluation of application for progress payment.

- B. A preliminary Shop Drawing submission schedule.
- C. A Cash Flow Schedule. The schedule will be used by the Port for financial planning purposes. The Contractor is not restricted in any way by the amounts given as an estimate. However, revised Work Progress and Cash Flow Schedules will be required if amounts paid as monthly progress payments differ greatly from the amounts estimated.

- 2.9 In the case of a lump-sum agreement or lump-sum bid items, the Contractor shall, no later than one week after receipt of the Notice to Proceed, submit to the Engineer a breakdown of the amount of each item used in the compilation of the bid. The breakdown format shall be sufficiently detailed to meet the approval of the Engineer, shall be used in the preparation of application for progress payments, and may be used in the compilation of Change Order prices when such breakdown is determined by the Engineer to be applicable.
- 2.10 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy that the Contractor may discover.

### ARTICLE 3 - CONTRACT DOCUMENTS

#### Intent.

- 3.1 The Contract Documents comprise the entire Agreement between the Port and the Contractor concerning the Work. They may be altered only by a Modification.
- 3.2 The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the Engineer, in writing, at once and before proceeding with the Work affected. However, the Contractor shall not be liable to the Port for failure to report any conflict, error, or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- 3.3 It is the intent of the Contract Documents to describe the complete Work to be constructed. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority shall mean the latest in effect on the effective date of the Agreement, except as may be otherwise specifically stated. Such reference may be specific or implied. No provision of any referenced standard specification, manual, or code shall change the duties and responsibilities of the Port, the Contractor, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents will be issued by the Engineer as provided in Item 8.7.
- 3.4 The Contract Documents will be governed by the laws of the State of Oregon.

#### **Reuse**

- 3.5 Neither the Contractor nor any Subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents, or copies thereof, prepared by or for the Port. They shall not reuse any of them on any other work without written consent of the Port.

#### **Additional Instructions and Supplementary Drawings**

- 3.6 The Engineer will furnish such additional instructions by means of Drawings or otherwise for the proper execution of the Work. All such Drawings and written instructions become part of the Agreement.

### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

#### **Availability of Lands**

- 4.1 The Port will furnish, as indicated in the Contract Documents: (1) lands upon which the Work shall be performed, (2) rights-of-way for access thereto, and (3) such other lands designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Port, unless otherwise provided in the Contract Documents. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### **Physical Conditions - Investigations, Reports, and Tests**

- 4.2 Reference is made to the Supplementary Conditions for identification of investigations, reports, and tests which have been relied upon by the Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

#### **Unforeseen Physical Conditions**

- 4.3 The Contractor shall promptly notify the Engineer in writing of any conditions at the site differing materially from those shown in the Contract Documents. The Engineer will promptly review those conditions and advise the Contractor in writing if further investigation or tests are necessary. The Engineer will obtain necessary additional investigations and tests. If the Engineer finds there are conditions which differ materially from those shown in the Contract Documents which could not reasonably have been anticipated by the Contractor, a Change Order may be issued incorporating the necessary revisions.

#### **Reference Points**

- 4.4 The Port will provide engineering surveys for construction to establish reference points which are necessary to enable the Contractor to proceed with the Work. The Contractor shall: (1) lay out the work, unless otherwise specified in the General Requirements; (2) protect and preserve the established reference points; and (3) make no changes or relocations without the prior written approval of the Engineer. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation. The Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

## ARTICLE 5 - BONDS AND INSURANCE

### Bonds

- 5.1 The Contractor shall furnish a performance and payment bond, in an amount equal to the Contract Price, as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The bond shall remain in effect at least until one year after the date of Final Acceptance, except as otherwise provided by law. The Contractor shall also furnish such other bond(s) as required by the Supplementary Conditions. All bonds shall be in the forms prescribed by the Bidding and Contract Requirements and executed by sureties: (1) licensed to conduct business in the State of Oregon, and (2) named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of authority to act.
- 5.2 The Contractor shall substitute another bond and surety acceptable to the Port within 5 days after the surety on any bond furnished by the Contractor: (1) is declared a bankrupt, (2) becomes insolvent, (3) its right to do business is terminated in any state where any part of the Work is located, or (4) ceases to meet the requirements of (1) and (2) of Item 5.1.

### Workers' Compensation and Unemployment Compensation

- 5.3 To the extent required by Oregon law, the Contractor shall comply with the terms of the Workers' Compensation laws and the Unemployment Compensation laws. Before commencing work, the Contractor shall provide the Port with evidence in duplicate of compliance therewith. All employers performing work under this contract are subject employers who will comply with ORS 656.017.

### Liability Insurance

- 5.4 The Contractor shall obtain and maintain commercial general liability insurance and commercial automobile liability insurance to protect against any and all claims for damages to persons or property which may arise out of the Contractor's operations under this Agreement. Such insurance shall include coverage for acts of the Contractor, Subcontractors, and anyone directly or indirectly employed by either of them. Such insurance shall include blanket contractual coverage, completed operations coverage, and all other standard coverages usually afforded by a commercial general liability policy. The amount shall be \$1,000,000 combined single limit for property damage and bodily injury. Such insurance shall name the Port and its consultants as additional insureds. Such insurance shall recognize, refer to, and insure the Contractor's obligations under this Agreement to indemnify, save, and hold harmless the Port, its commissioners, agents, employees, and consultants. Such insurance shall provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by the Port. Such insurance shall be endorsed to require a 30-day written notice to the Port prior to cancellation or change of the policy. One copy of the policy and one certificate of such insurance shall be delivered to the Port before commencing Work and shall be subject to review and approval by the Port. The Port may temporarily waive delivery of the copy of the policy, but such waiver shall not forfeit the Port's right to a copy of the policy. In the event the Contractor fails to maintain such insurance, the Port may arrange therefor; and any administrative costs and premium incurred shall be to the account of the Contractor. Any requirements for special coverage, increased liability coverage, or decreased liability coverage are included in the Supplementary Conditions.

## **Builders Risk Insurance**

- 5.5 When the Agreement pertains to Work on structures owned, leased, or rented by the Port, the Contractor shall obtain and maintain for the benefit of the parties to the Agreement, as their interest may appear, all risk builders' risk insurance to the extent of 100 percent of the value of the Work. Coverage shall also include: (1) formwork in place, (2) form lumber on site, (3) temporary structures, (4) equipment, and (5) supplies related to the Work. Such insurance shall be endorsed to allow partial occupancy and/or utilization of the Work by the Port prior to Substantial Completion of all the Work. Coverage shall continue until the Port's Final Acceptance of the Work. Such insurance shall be endorsed to require a 30-day written notice to the Port prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the Port before commencing Work and shall be subject to review and approval by the Port. The Port may temporarily waive delivery of the copy of the policy, but such waiver shall not forfeit the Port's right to a copy of the policy. In the event the Contractor fails to maintain such insurance, the Port may arrange therefor; and any administrative costs and premium incurred shall be to the account of the Contractor. Any requirements for special coverage, increased liability coverage, or decreased liability coverage are included in the Supplementary Conditions.

## **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

### **Supervision**

- 6.1 The Contractor shall supervise and direct the Work as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible for seeing that the finished Work complies with the Contract Documents.
- 6.2 The Contractor shall keep on the Work at all times during its progress a competent resident supervisor. He shall not be replaced without written notice to the Engineer except under extraordinary circumstances. The supervisor shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the supervisor shall be as binding as if given to the Contractor.
- 6.3 The Contractor shall designate in writing the name of the Contractor's authorized representative to whom the Port will address communications and who will sign the Contractor's communications to the Port.

### **Labor and Materials**

- 6.4 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. All Work at the site shall be performed during regular working hours. The Contractor shall not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without prior verbal or written notice to the Engineer. Emergency conditions relating to safety or protection of persons or property are valid exceptions to written notice. Other exceptions may be described in the Supplementary Conditions.
- 6.5 The Contractor shall furnish for the execution, required testing, initial operation, and completion of the Work all necessary: materials, (2) labor, (3) transportation, (4) construction equipment and machinery, (5) tools, (6) appliances, (7) fuel, (8) power, (9) light, (10) heat, (11) telephone, (12) water, (13) sanitary facilities, and (14) all other facilities and incidentals.

- 6.6 All materials incorporated into the Work shall be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials. Satisfactory evidence may include reports of required tests. All materials shall be of good quality.
- 6.7 Distributors, fabricators, manufacturers, and suppliers provide instructions for their products. They show how to apply, clean, condition, connect, erect, install, and use them. The Contractor shall follow these instructions unless more stringent requirements are provided in the Contract Documents.
- 6.8 All materials provided and normally tested and labeled by Underwriters Laboratories (UL), or by a similarly recognized third-party approval authority, shall be so labeled.

#### **Equivalent Materials**

- 6.9 Proprietary names in the Contract Documents are used to establish the type, function, and quality required. If no substitution will be permitted, the Contract Documents will so note. Substitution requests for "or approved equal" materials, products, or services must be made prior to submittal of the Bid, in accordance with the Instructions to Bidders. Substitution requests for "or equal" materials, products, or services may be accepted by the Engineer when the Contractor follows the procedure for review set forth below.
- A. Request for review of substitute items of material will not be accepted by the Engineer from anyone other than the Contractor.
  - B. Substitution requests for "or equal" materials, products, or services shall anticipate necessary lead time required for approval by the Port and for procurement.
  - C. The Contractor may apply in writing to the Engineer for acceptance by certifying that the proposed substitute will: (1) perform adequately the functions called for by the general design, (2) be similar and of equal substance to that specified, and (3) be suited to the same use.
  - D. The application shall: (1) state whether or not acceptance of the substitute for use in the Work will require a change in the Contract Documents to adapt the design to the substitute; (2) state whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty; (3) identify all variations of the proposed substitute from that specified; (4) indicate available maintenance, repair, and replacement service; and (5) contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of subcontractors affected. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered or installed without the Engineer's prior written acceptance. The Engineer may require the Contractor to furnish, at no added cost to the Port, a special performance guaranty or other surety with respect to any substitute.
  - E. Whether or not the Engineer accepts a proposed substitute, the Contractor shall reimburse the Port for the costs of evaluating it.

#### **Concerning Subcontractors**

- 6.10 Subcontractors and suppliers shall be subject to approval of the Engineer. If the Engineer has reasonable objection to any of these, the Contractor shall submit an acceptable substitute. The Contractor will not be required to employ anyone against whom he has reasonable objection. ORS 279.317 does not preclude the Port from exercising its rights under this article.

- 6.11 The Contractor is responsible for: (1) all acts and omissions of his Subcontractors, (2) persons and organizations directly or indirectly employed by his Subcontractors, and (3) persons and organizations for whose acts any of his Subcontractors may be liable. Nothing in the Contract Documents shall create any contractual relationship between the Port and any Subcontractor or other person or organization having a direct contract with the Contractor. Nothing in the Contract Documents shall create any obligation on the part of the Port to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. The Port may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work completed.
- 6.12 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

#### **Patent Fees and Royalties**

- 6.13 If any design, device, material, or process covered by letters patent or copyright is used by the Contractor, he shall: (1) provide for such use by legal agreement with the owner of the patent or copyright or a duly authorized licensee of such owner; and (2) defend, save, and hold harmless the Port from any and all loss or expense, including legal fees, on account thereof, including its use by the Port.

#### **Permits**

##### **6.14 Port-Designed Work**

- A. The Port will submit to federal, state, and local units of government all calculations, Drawings, and the Contract Manual required for review and checking for purposes of obtaining permits.
- B. The Port will obtain all permits from units of government, except those permits customarily issued only to the Contractor. The Contractor shall obtain permits no later than 7 days after being advised by the Port permits are ready to be issued.
- C. The Port will reimburse the Contractor through the change order process for fees paid to local units of government for required permits.
- D. The Contractor shall bear all costs and charges imposed by units of government for such items as duties, taxes, assessments, licenses, and approvals.
- E. The Contractor shall give all notices, regarding permits, for inspection necessary and incidental to the due and lawful prosecution of the Work.
- F. The Contractor shall submit to the Port a legible copy of certificates of approval and/or certificate of occupancy issued by the responsible unit of government.

##### **6.15 Contractor-Designed Work**

- A. The Port will obtain all permits from units of government, except those permits customarily issued only to the Contractor.
- B. The Contractor shall submit to federal, state, and local units of government all calculations, Drawings, and the Contract Manual required for review and checking for purposes of obtaining permits. Copies shall be submitted to the Port at the same time for approval.

- C. The Contractor shall submit to the Port all calculations, Drawings, and the Contract Manual approved by units of government. Changes required by units of government must be approved by the Port prior to the start of construction.
- D. The Port will reimburse the Contractor through the change order process for fees paid to local units of government for required permits.
- E. The Contractor shall bear all costs and charges imposed by local units of government for such items as duties, taxes, assessments, licenses, and approvals.
- F. The Contractor shall give all notices, regarding permits, for inspections necessary and incidental to the due and lawful prosecution of the Work.
- G. The Contractor shall submit to the Port a legible copy of certificates of approval and/or certificate of occupancy issued by the responsible unit of government.

#### **Laws and Regulations**

- 6.16 The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Work.
- A. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall give the Engineer prompt written notice thereof. Any necessary changes will be adjusted by an appropriate Modification. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom. It shall not be the Contractor's primary responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules, and regulations.
  - B. The Contractor shall comply with all ordinances adopted by the Port, and with all rules and regulations adopted by the Port's Executive Director or his designee, with respect to the use of, entry on, or access to the Port's property or with respect to activities occurring on the Port's property, as the same may now exist or may, from time to time, be amended. The Contractor shall ensure that he, his Subcontractors, and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, are aware of and comply with the rules and regulations referenced or contained in the Contract Documents.
  - C. It shall be the Contractor's responsibility to make certain that he has the most current set of rules and regulations applicable to his activities, his Subcontractors' activities, and those of anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable.
  - D. The following federal, state, and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this Work: City of Portland Bureau of Environmental Services (BES); Department of Environmental Quality (DEQ); Environmental Protection Agency (EPA); National Marine Fisheries Service (NMFS); Oregon Department of Fish and Wildlife (ODFW); United States Fish and Wildlife (USFW).
  - E. Without limiting the foregoing, the Contractor shall comply with all federal, state, and local laws and regulations enacted or adopted by the Congress of the United States, the State of Oregon, the Federal Environmental Protection Agency (EPA), the Oregon Department of Environmental Quality (DEQ) including, but not limited to, the Resource Conservation and

Recovery Act (42 U.S.C. Sec. 6901, et. seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601, et. seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601, et. seq.), the Clean Water Act (33 U.S.C. Sec. 1251, et. seq.), the Clean Air Act (42 U.S.C. Sec. 7401, et. seq.), 1985 Oregon Laws Ch. 733, as these may be amended from time to time.

- F. Failure to comply with any of the provisions of this section shall be a material breach of the Contract Documents.

6.17 The Contractor shall adhere to the following specific provisions pursuant to ORS Chapter 279:

A. The Contractor shall:

1. Make payment promptly, as due, to all persons supplying the Contractor labor or material for the prosecution of the work provided for in this contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the Port on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. Demonstrate that an employee drug testing program is in place.

B. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Work as such claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.

C. If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Work within 30 days after receipt of payment from the Port or the Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279.445(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279.445. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Port or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

D. If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Work, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279.445.

E. No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Employees shall be paid at least time and a half pay in the following cases:

1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is for four consecutive days, Monday through Friday; or
3. For work performed on Saturday, Sunday, New Year's Day on January 1, Memorial Day on the last Monday in May, Independence Day on July 4, Labor Day on the first Monday in September, Thanksgiving Day on the fourth Thursday in November, or Christmas Day on December 25 or, if one of those named holidays falls on a Sunday, on the following Monday or, if it falls on a Saturday, on the preceding Friday.

The requirements of this paragraph do not apply if the Contractor is a party to a collective bargaining agreement in effect with any labor organization.

- F. The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- G. In addition to the following requirements, prompt payment provisions stated in the Supplementary Conditions apply to all federally assisted contracts.
1. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing this Contract:
    - a. A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 days out of such amounts as are paid to the Contractor by the Port under this Contract; and
    - b. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the Port, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to this subsection. The Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor had not received payment from the Port or the Contractor when payment was due. The interest penalty shall be:
      - 1) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and
      - 2) Computed at the rate specified in ORS 279.314 (2).
  2. The Contractor shall include in each of his subcontracts, for the purpose of performance of this Contract condition, a provision requiring the first-tier Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this section in each of his subcontracts and to require each of his Subcontractors to include such clauses in their subcontracts with each lower-tier Subcontractor or supplier.

3. The clauses required by this section are not intended to impair the right of the Contractor or a Subcontractor at any tier to negotiate, and to include in the subcontract, provisions that:
- a. Permit the Contractor or a Subcontractor to retain, in the event of a good faith dispute, an amount not to exceed 150 percent of the amount in dispute from the amount due a Subcontractor under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties consider appropriate to the ability of a Subcontractor to furnish a performance bond and a payment bond;
  - b. Permit the Contractor or a Subcontractor to make a determination that part or all of the Subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and
  - c. Permit such withholdings without incurring any obligation to pay a late payment interest penalty if:
    - 1) A notice conforming to the standards of ORS 279.445(9) has been previously furnished to the Subcontractor; and
    - 2) A copy of any notice issued by the Contractor pursuant to the foregoing subsection has been furnished to the Port.
  - d. As used in this subsection, "good faith dispute" means a documented dispute concerning:
    - 1) Unsatisfactory job progress.
    - 2) Defective work not remedied.
    - 3) Third party claims filed or reasonable evidence that claims will be filed.
    - 4) Failure to make timely payments for labor, equipment, and materials.
    - 5) Damage to the Contractor or a Subcontractor.
    - 6) Reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum.

#### **Taxes**

6.18 The Contractor shall pay all import duties and sales, consumer, use, and other similar taxes.

#### **Use of Premises**

6.19 The Contractor shall confine equipment, the storage of materials, and the operations of workers to areas permitted by the Contract Documents. He shall not unreasonably encumber the premises with equipment or materials.

6.20 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, the Contractor shall leave the site clean and ready for occupancy. The Contractor shall restore to its original condition those portions of the site not designated for alteration by the Contract Documents.

6.21 The Contractor shall not permit any part of any structure to be loaded in any manner that may endanger it. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **Safety and Protection**

6.22 The Contractor shall comply with rules, regulations, and orders of public bodies having jurisdiction for the safety of persons or property. Damage, injury, or loss to property caused by the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until the Work is completed and the Engineer has issued a notice to the Contractor that the Work is Complete. The Contractor shall erect and maintain necessary safeguards for such safety and protection of:

- A. Employees on the Work and other persons who may be affected thereby.
- B. The Work and materials to be incorporated therein, whether in storage on or off the site. If the Contractor fails to protect the Work, the Port may, after notice to the Contractor, protect the Work and deduct the cost thereof from payment due the Contractor. The Engineer's determination of when and to what degree such protection is necessary shall be final.
- C. Other property at the site including trees, shrubs, lawn, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement.
- D. Adjacent property and utilities when prosecution of the Work may affect them.

6.23 The Contractor shall designate a member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's supervisor unless otherwise designated in writing by the Contractor to the Engineer.

#### **Emergencies**

6.24 Emergencies affecting the safety or protection of persons or the Work or property at or near the site or adjacent obligate the Contractor to act to prevent threatened damage, injury, or loss. The Contractor may act without special instruction or authorization from the Engineer. The Contractor shall give the Engineer written notice within 10 days of any significant changes in the Work or deviations from the Contract Documents caused thereby.

#### **Submittals - Shop Drawings, Product Data, and Samples**

6.25 The Contractor shall check and verify all field measurements. He shall then submit to the Engineer Shop Drawings for review in accordance with the accepted Shop Drawing submission schedule. Five copies are required unless otherwise specified. Shop Drawings shall be checked by and stamped with the approval of the Contractor. They shall be identified as the Engineer may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction, and like information.

6.26 The Contractor shall submit to the Engineer for review, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall be checked by the Contractor and bear his stamp of approval. They shall be identified clearly as to material, manufacturer, any pertinent catalog numbers, and the intended use.

6.27 The Contractor shall call the Engineer's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents. This shall be in writing at the time of submittal.

- 6.28 The Engineer will review with reasonable promptness Shop Drawings and Samples. The Engineer's review and approval will be only for conformance with the design concept of the Work and for compliance with the Contract Documents. It will not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions or programs related thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and proceed according to the Engineer's stamp and directions. He shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or Sample shall constitute a representation to the Engineer that the Contractor has: (1) determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so; and (2) has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Contract Documents.
- 6.29 Submissions shall be made in time to permit the Engineer to review them. Within 10 business days of actual receipt, the Engineer will stamp, date, and return each submittal to the Contractor indicating the action to be taken.
- 6.30 Where a Shop Drawing or Sample is required by the Contract Documents, no related Work shall be commenced until the submittal has successfully completed the review process.
- 6.31 The Engineer's review of Shop Drawings or Samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents. Changes in the Work shall be by Change Order. Review by the Engineer shall not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.
- 6.32 The Contractor-submitted Drawings, schedules, and other items that have successfully completed the review process shall become binding upon the Contractor. He shall be obligated to perform in accordance with the reviewed submittal.

#### **Access to the Work**

- 6.33 The Contractor shall provide reasonable and safe access for observation, testing, and inspection of the Work.

#### **Prosecution of the Work**

- 6.34 The Contractor shall carry on the Work in accordance with the Work Progress Schedule during all claims or disputes with the Port. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Engineer may otherwise agree in writing.

#### **Port's Right to do the Work**

- 6.35 If the Contractor should fail to prosecute the Work properly or fail to perform any provision of the Agreement, the Port, after a 3-day written notice to the Contractor, may without prejudice to any other remedy it may have, make good such failures. The Port may deduct the cost thereof from any payment due the Contractor. In cases of emergency, the Port may prosecute such Work without notice or delay and may deduct the cost thereof from any payment due the Contractor.

## **Indemnification**

6.36 The Contractor agrees to defend, save, indemnify, and hold harmless the Port, its commissioners, employees, and agents from all loss arising as a result in whole or in part of any act or omission, negligent or not, of the Contractor, his employees, Subcontractors or agents, in connection with or related in any way to the Agreement or its performance. Loss is defined collectively as costs, fees, expenses, claims, liabilities, and damages. The foregoing indemnification shall be provided by the Contractor even though the loss results in part from the negligence or fault of third parties. It shall not be provided if the loss results in whole or in part from the negligence of the Port or the Port's commissioners, employees, or agents. In the event of any loss for which the Port is entitled to be indemnified, and to the extent thereof, the Port may retain any funds due the Contractor. No interest shall accrue on such funds during any period of retention.

## **Prevailing Wage Rates**

6.37 The Contractor shall comply with the prevailing wage rate requirements of ORS 279.348 - 279.380.

- A. The existing prevailing rates of wage which may be paid to workers in each trade or occupation required for this Work and employed in the performance of this Work by the Contractor, a subcontractor, or any other person doing or contracting to do all or any part of the Work, are set forth in the attached Document 00822, Prevailing Wage Rates.
- B. Workers in each trade or occupation required for this Work and employed in the performance of this Work by the Contractor, a subcontractor, or any other person doing or contracting to do all or any part of the Work, shall be paid not less than the minimum hourly rate of wage specified in the foregoing subsection.
- C. The Contractor must pay a fee to the Commissioner of the Bureau of Labor and Industries, as provided in ORS 279.375.

## **Labor Relations**

6.38 The Contractor shall be responsible for labor relations and seek to adjust disputes between himself and his employees. Any labor dispute arising from this Agreement that causes a disruption of the Port operations shall be to the account of and the responsibility of the Contractor.

## **Value Engineering**

6.39 The Contractor is welcome to submit "value engineering" proposals for consideration by the Port. Proposals submitted shall clearly indicate and define the substitution, and clearly define the benefit to the Port. Proposals need to take into account, and will be evaluated in light of, all pertinent factors including, but not necessarily limited to, life cycle maintenance and operating costs, operational reliability, and compatibility with existing systems. The Port and the Port consultant evaluation time and costs will be estimated and considered both in the determination of the level of response to the initial proposal, as well as in the evaluation and determination of the potential "savings" to the Port. "Savings" resulting from value engineering proposals of merit will be negotiated and implemented via the specified Change Order process.

## **Records and Audits**

6.40 The Contractor shall retain all financial records that pertain to this contract for at least three years after the Port has made final payment and all other matters related to this contract are finally resolved.

- 6.41 The Port or its designee may inspect, audit, and copy any of the Contractor's records retained pursuant to Item 6.40 and any other records to the extent necessary to evaluate and verify the costs incurred by the Contractor in performing the work under this contract or the accuracy of any invoice, change order, payment, or claim submitted under this contract by the Contractor or the Contractor's payees.
- 6.42 The Contractor shall make records available at any time during regular business hours after reasonable advance notice. The Contractor shall supply a table, a chair, an electrical outlet, lighting, and a weatherized space of adequate size at the site of the Contractor's records to allow the inspection, auditing, and copying of records. If records are located more than 100 airline miles from Portland, Oregon, the Contractor shall deliver those records to a site within 100 airline miles of Portland, Oregon, for inspection, auditing, and copying.
- 6.43 The Contractor shall allow the Port to interview any of the Contractor's employees, and shall cooperate with the Port in arranging interviews with the Contractor's employees and former employees, for the purposes of identifying, evaluating, verifying, or auditing the records described in these "Records and Audits" requirements.
- 6.44 For the purpose of these "Records and Audits" requirements, a record may be in any form whatsoever, including but not limited to paper, photographic, or electronic form.
- 6.45 The Contractor shall require all insurers, material suppliers, and subcontractors at any tier to comply with these "Records and Audits" requirements.
- 6.46 The Contractor shall be entitled to no extra compensation for complying with these "Records and Audits" requirements. The Port will bear the cost of copying records.

#### ARTICLE 7 - WORK BY OTHERS

- 7.1 The Contractor shall afford utility service companies, other contractors and the Port employees reasonable access to the Work. He shall allow storage of materials and execution of Work by others. He shall properly connect and coordinate his Work with Work by others.
- 7.2 If any part of the Contractor's Work depends upon the Work of any other contractor, utility service company, or the Port, the Contractor shall inspect and promptly report to the Engineer in writing any reasons that render Work by others unsuitable. The Contractor's failure so to report shall constitute an acceptance of the Work by others as fit and proper for integration with the Contractor's Work. Latent or non-apparent defects and deficiencies in the Work by others shall be reported to the Engineer in writing promptly upon discovery.
- 7.3 The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others. The Contractor shall only cut or alter Work of others with the written consent of the Engineer and the others whose Work will be affected.
- 7.4 Written notice will be given to the Contractor prior to starting any additional Work not noted in the Contract Documents. If the Contractor believes that the performance of such additional Work by the Port or others involves additional expense to the Contractor or requires an extension of the Contract Time, the Contractor may make a claim therefor as provided in Article 15.

## ARTICLE 8 - ENGINEER'S STATUS DURING CONSTRUCTION

### Port Representative

8.1 The Engineer is the Port representative during the construction period.

### Construction Contract Manager

8.2 The Construction Contract Manager is the designated representative of the Engineer who administers the contract and supervises the inspection.

### Inspectors

8.3 Inspectors are authorized to: (1) inspect all Work as it is performed and all material being furnished - such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used; (2) call the attention of the Contractor to any failure of the Work or materials; (3) reject materials; and (4) suspend the Work until any questions at issue can be referred to and decided by the Engineer.

8.4 Inspectors shall not act as foremen or supervise or perform any other duties for the Contractor, nor interfere with the Contractor's management of the Work. No act or failure to act on the part of an inspector will render the Port liable in any way, nor shall it relieve the Contractor from fulfilling all of the terms and conditions of the Agreement. Inspectors are not authorized to: (1) revoke, alter, release, or change any requirement of the Contract Documents; (2) approve or accept any portion of the Work; or (3) issue instructions contrary to the Contract Documents.

### Authority of the Engineer

8.5 The Engineer will decide any and all questions which may arise as to Agreement compliance. The Contractor shall at all times carry out and fulfill the instructions and directions of the Engineer insofar as they concern the Work to be performed under the Contract Documents.

A. The Engineer's authority includes but is not limited to:

1. The quantity, quality, and acceptability of materials furnished and Work performed.
2. The manner of performance and rate of progress of Work.
3. Sole discretion to stop the Work whenever such stoppage is deemed necessary.
4. Interpretation of the Contract Documents and as to the acceptable fulfillment of the Contract Documents by the Contractor.

B. Decisions and interpretations by the Engineer will be final and binding upon the Contractor.

C. Written approval by the Engineer signifies favorable opinion and qualified consent. It does not carry with it: (1) certification; (2) assurance of completeness; (3) assurance of quality; (4) assurance of accuracy concerning details, dimensions, and quantities.

D. Written approval by the Engineer will not relieve the Contractor from responsibility for: (1) errors, (2) improper fabrication, (3) nonconformance to requirements, or (4) deficiencies within his control.

#### **Visits to Work Area**

- 8.6 The Engineer will make visits to the work area at intervals appropriate to the various stages of construction. He will observe the progress and quality of the executed Work. He will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

#### **Clarifications and Interpretations**

- 8.7 The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as may be necessary. They may be in the form of Drawings or otherwise. They will be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or the Contract Time, the Contractor may make a claim therefor as provided in Article 15.

#### **Rejection of Defective Work**

- 8.8 The Engineer has authority to: (1) disapprove or reject Work which is Defective; and (2) require special inspection or testing of the Work as provided in Items 12.2 through 12.9, whether or not the Work is fabricated, installed, or completed.

#### **Change Orders**

- 8.9 For the Engineer's responsibility as to Change Orders, see Articles 9, 10, 11, and 15.

#### **Applications for Payment**

- 8.10 For the Engineer's responsibility as to Applications for Payment, see Article 13.

#### **Limitations on the Engineer's Responsibilities**

- 8.11 The Engineer will not be responsible for the acts or omissions of the: (1) Contractor, (2) Subcontractor, (3) manufacturer, (4) fabricator, (5) supplier, (6) distributor, (7) their agents or employees, or (8) any other person at the site or otherwise performing any of the Work.
- 8.12 The Engineer will not be responsible for the Contractor's means, methods, procedures, sequences, or techniques of construction, or related safety precautions and programs.
- 8.13 The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

#### **Reference to the Engineer**

- 8.14 The following terms are used in the Contract Documents: as allowed, as directed, as ordered, as required, acceptable, proper, reasonable, satisfactory, suitable. These items and any others of like effect or import describe direction, judgment, requirement or review of the Engineer as to the Work. Such use is solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement otherwise. The use of such terms never indicates the Engineer has authority to supervise or direct performance of the Work.

## ARTICLE 9 - CHANGE IN THE WORK

- 9.1 Without invalidating the Agreement, the Port may at any time order additions, deletions, or revisions in the Work by Change Order. Upon written direction from the Engineer, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 10 or Article 11 on the basis of a claim as provided in Article 15.
- 9.2 Additional Work performed without written direction from the Engineer or authorization by a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time. Emergencies, as provided in Item 6.24, are an exception.
- 9.3 The Port will execute appropriate Change Orders prepared by the Engineer covering changes in the Work which are: (1) required by the Port, (2) required because of unforeseen physical conditions, (3) emergencies, (4) required because of uncovering Work for inspection found not to be Defective, (5) as provided in Item 10.2, and (6) required because of any other claim of the Contractor for a change in the Contract Time or the Contract Price which is recommended for approval by the Engineer.
- 9.4 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to surety, it shall be the Contractor's responsibility to so notify the surety. The amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Port.

## ARTICLE 10 - CHANGE OF CONTRACT PRICE

### Request for Proposal

- 10.1 The Engineer may request a fixed price proposal from the Contractor for changes in the Work. The Contractor shall prepare a fixed price proposal in the following format:
- A. Direct Costs
1. Material (itemize).
  2. Labor (man-hours, rates by crafts).
  3. Labor burden (fringes, insurance, payroll taxes, etc.).
  4. Equipment (type, size, attachments, hours, rate). The Rental Blue Book will be used to establish rates as provided in Item 10.8.
  5. Small tools and supplies (itemize).
- B. Direct costs shall not include:
1. Payroll costs and other compensation of the Contractor's: (1) officers, (2) executives, (3) principals of partnerships and sole proprietorships, (4) general managers; (5) engineers, (6) architects, (7) estimators, (8) lawyers, (9) auditors, (10) accountants, (11) purchasing and contracting agents, (12) expeditors, (13) timekeepers, (14) clerks, and (15) other personnel not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph 10.5, A. These costs shall be considered administrative costs covered by the Contractor's fee.

2. Expense of the Contractor's principal and branch offices other than the Contractor's office at the site.
3. Any part of the Contractor's capital expenses. Interest on the Contractor's capital employed for the Work. Charges against the Contractor for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same. Exception shall be for additional Bonds and insurance required because of changes in the Work.
5. Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include: (1) correction of defective Work, (2) disposal of materials wrongly supplied, and (3) making good any damage to property.
6. Other overhead or general expense costs of any kind.

C. Subcontract Costs

1. Material (itemize).
2. Labor (man-hours, rates by crafts).
3. Labor burden (fringes, insurance, payroll taxes, etc.).
4. Equipment (type, size, attachments, hours, rate). The Rental Blue Book will be used to establish rates as provided in Item 10.8.
5. Small tools and supplies (itemize).
6. Subcontractor's fee for overhead and profit shall be limited to a negotiated amount not to exceed 15 percent of the cost incurred under Items C.1. through C.3. above. (No fee allowed for Items C.4. and C.5.)

D. The Contractor's fee allowed for overhead and profit shall be a mutually acceptable fixed fee. If none can be agreed upon, the fee shall not exceed the following:

1. Costs incurred under Paragraph 10.1, A,  
Items 1 through 3: 15 percent  
(No fee allowed for Items 4 and 5)
2. Costs incurred under Paragraph 10.1, C,  
Items 1 through 3:  
    First \$1,000 10 percent  
    Amount Above \$1,000 8 percent  
(No fee allowed for Items 4, 5, and 6)

E. The amount of credit to be allowed by the Contractor to the Port for a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in the Contractor's overhead and profit fee by an amount equal to 10 percent of the net decrease; and

F. When both additions and credits are involved in any one change, the adjustment in the Contractor's overhead and profit fee shall be computed on the basis of the net change in cost.

- G. If agreement cannot be reached in the fixed price proposal, the Engineer may require the Work to be performed on the basis of Cost of Work (Force Account).

#### **Unit Prices**

10.2 In the case of unit price bid items:

- A. The Engineer may increase the units of Work without limit or adjustment of unit prices.
- B. A major item of Work is defined as any item in a unit price bid schedule which is equal to or greater than 10 percent of the Contract Price as bid. The Engineer may decrease the estimated quantity in a major item of work. If the Engineer decreases the quantity in a major item of Work in excess of 25 percent, the remaining quantity shall be subject to a negotiated change in unit price.
- C. A minor item of Work is defined as any item in a unit price bid schedule which is less than 10 percent of the Contract Price as bid. The Engineer may decrease the estimated quantity or delete a minor item of Work. If accumulation of such changes decreases the Contract Price more than 25 percent based on the estimated quantities and prices bid, the remaining items of Work shall be subject to a negotiated change in unit price.

#### **Lump-Sum Breakdown**

- 10.3 The price of changes in a lump-sum agreement or lump-sum bid items will be based on the lump-sum breakdown furnished in accordance with Item 2.9.

#### **Deleted Items**

- 10.4 Deletion of any items shall not be a waiver of any condition of the Agreement nor invalidate any of its provisions. The Contractor will be paid for all Work performed toward the completion of the item prior to such deletion as provided in Item 10.5. No allowance will be made for anticipated profits. Materials delivered to the site or acceptably stored at approved sites at the order of the Engineer but left unused will, if the materials are not returnable by the Contractor for credit, be purchased from the Contractor by the Port at actual cost without allowance for overhead or profit. They shall thereupon become the Port property.

#### **Cost of Work (Force Account)**

- 10.5 The Engineer may order Work performed on the basis of Cost of Work (Force Account). Cost of Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Port, such costs shall be in amounts no higher than those prevailing in the locality of the Work, shall include only the following items, and shall not include any of the costs itemized in Item 10.6. The Contractor's authorized agent and the Engineer shall compare records of Work on a Cost of Work basis at the end of each workday. Copies of these records will be made in duplicate by the Engineer and shall be signed daily by both the Engineer and the Contractor's authorized agent. Fully itemized invoices for Cost of Work shall be submitted monthly, in triplicate, to the Engineer. The Contractor submittal shall be in the format described in Item 10.1. Payment will be included with regular periodic progress payments. The Contractor shall submit final billing for Cost of Work within 30 days after completion of that unit of Work. Cost of the Work may include:
- A. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Port and the Contractor. Such employees shall include superintendents and foremen at the site. Payroll costs for

employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to: (1) salaries and wages; and (2) fringe benefits including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by the Port.

- B. Cost of all materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Port deposits funds with the Contractor with which to make payments, in which case the cash discounts will accrue to the Port. All trade discounts, rebates and refunds, and all returns from sale of surplus materials will accrue to the Port. The Contractor shall make provisions so that they may be obtained.
- C. Payments made by the Contractor to Subcontractors for Work performed by Subcontractors. If required by the Port, the Contractor shall obtain competitive bids from Subcontractors acceptable to the Contractor and shall deliver such bids to the Port who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as the Contractor's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- D. Costs of special consultants employed for services specifically related to the Work.
- E. Supplemental costs defined as:
  - 1. The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
  - 2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site. Hand tools not owned by the workers, which are consumed in the performance of the Work. Cost less market value of such items used but not consumed which remain the property of the Contractor.
  - 3. Rental of all construction equipment and machinery and the parts thereof in accordance with rental agreements approved by the Engineer. The costs of transportation, loading, unloading, installation, dismantling, and removal may be included. The Rental Rate Blue Book will be used to establish rates as provided in Item 10.9. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - 4. The moving allowance for transferring trucks shall be the calculated rate plus the operator's wage. For other equipment transferred under its own power, the moving allowance shall be limited to three-fourths the calculated rental rate plus the operator's wage.
  - 5. Move-out allowance for the return of equipment to the location from which it was obtained. In the event the move out is to a different location, payment shall not exceed the amount of the move in. Payment will not be allowed for moving equipment from site to site within the work area after the equipment is on the job.

6. Charges for mechanics' time utilized in servicing equipment to ready it for use prior to moving to the work area will not be allowed. Neither will move-in allowances be made for equipment brought to the work area for Force Account work which is subsequently retained and utilized in completion of the Work.
  7. The rental rate for cars or pickups will be the rate for a 4 x 2 one-half-ton truck in Section 20 of the Rental Rate Blue Book. See Item 10.8.
  8. Equipment will be eligible for payment when operated and used on a full-time basis; equipment is considered to be used full time when the equipment must be manned and ready for use on a full-time basis.
  9. When the Engineer determines the equipment need not remain at the site continuously, payment will be limited to actual hours of use.
  10. Rental rates for equipment retained on the Work for an extended duration will be adjusted to the current rate once each year from the date of Notice to Proceed.
  11. Sales, use, or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.
  12. Costs for royalty payments, fees, permits, and licenses other than those caused by the Contractor's negligence.
  13. Losses, damages, and related expenses sustained by the Contractor in connection with the execution of the Work. Not included are losses, damages, and related expenses compensated by insurance. Losses, damages, and related expenses caused by negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Losses, damages, and related expenses shall include settlements made with the written consent and approval of the Port. No such losses, damages and related expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss, damage, and related expense requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid a fee for services proportionate to that stated in Item 10.7.
  14. The cost of utilities, fuel and sanitary facilities at the site.
  15. Minor expenses in connection with the Work such as: (1) telegrams, (2) long distance telephone calls, (3) telephone service at the site, (4) expressage, and (5) petty cash items.
  16. Cost of premiums for additional Bonds and insurance required because of changes in the Work.
  17. Rental of all the Contractor owned and operated power tools and equipment which the Engineer approves for use. The Rental Rate Blue Book will be used to establish rates as provided in Item 10.8.
- F. The hourly operating cost will be allowed for each hour that the equipment is in use. The rate will be the monthly rate divided by 176 hours for single-shift operations. Hourly rates will be adjusted for two- and three-shift operations as recommended by the Rental Rate Blue Book as provided in Item 10.8.

- G. Equipment attachments will be included in the rate only when deemed by the Engineer to be essential to the Work. When multiple attachments are approved for use (tractor with ripper, dozer or tractor with loader and backhoe, etc.) and the attachments are being used interchangeably, only the one attachment having the higher rate will be eligible for payment.
- H. Standby time, when ordered by the Engineer, will be paid as follows: One-third of the total rate established in Paragraphs 10.5, F. and 10.5, G. above, rounded to the nearest 10 cents. Standby rates which are calculated at less than one dollar per hour will not be paid. No more than 8 hours of standby will be paid during a 24-hour period. No more than 40 hours of standby will be paid during a one-week period. In the event of breakdown, or shutdown by order of the Engineer, of part or all of the equipment being used, payment for such equipment that is idled shall cease. Labor that is idled and cannot be diverted to other Work will be paid through the one-half shift during which the breakdown or shutdown occurred. No other payment will be made for non-operating hours. Rental will not be allowed for equipment listed in Section 18, Shop Tools, of the Rental Rate Blue Book having a daily rate of less than \$5 each. Individual pieces of equipment not specifically covered by the Rental Rate Blue Book and having a value of \$350 or less shall be considered "small tools and equipment for which no rental is allowed."

**Cost of Work (Force Account) Shall Not Include**

10.6 See Item 10.5 regarding work performed on the basis of Cost of Work (Force Account); Cost of Work (Force Account) shall not include the following items:

- A. Payroll costs and other compensation of the Contractor's: (1) officers, (2) executives, (3) principals of partnerships and sole proprietorships, (4) general managers, (5) engineers, (6) architects, (7) estimators, (8) lawyers, (9) auditors, (10) accountants, (11) purchasing and contracting agents, (12) expeditors, (13) timekeepers, (14) clerks, and (15) other personnel not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph 10.5, A. These costs shall be considered administrative costs covered by the Contractor's fee.
- B. Expense of the Contractor's principal and branch offices other than the Contractor's office at the site.
- C. Any part of the Contractor's capital expenses. Interest on the Contractor's capital employed for the Work. Charges against the Contractor for delinquent payments.
- D. Cost of premiums for all Bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same. Exception shall be for additional Bonds and insurance required because of changes in the Work.
- E. Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include: (1) correction of defective Work, (2) disposal of materials wrongly supplied, and (3) making good any damage to property.
- F. Other overhead or general expense costs of any kind. The costs of any item not specifically and expressly included in Paragraph 10.5, A through H.

10.7 The Contractor's fee allowed for overhead and profit shall be a mutually acceptable fixed fee. If none can be agreed upon, the fee shall not exceed the following:

- A. Costs incurred under Paragraphs 10.5, A and 10.5, B: 15 percent  
(No fee allowed for Paragraphs 10.5, D through H)
- B. Costs incurred under Paragraph 10.5, C  
less Subcontractor's fee:
  - First \$1,000 10 percent
  - Amount Above \$1,000 8 percent
- C. If a subcontract is on the basis of the Cost of Work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit will be 15 percent of the costs incurred under Paragraphs 10.5, A. and 10.5, B. (No fee allowed for Paragraphs 10.5, D through H)

#### **Rental Rate Blue Book**

10.8 The Rental Rate Blue Book, published by the Equipment Guide-Book Company, P.O. Box 10113, Palo Alto, California 94303, will be used to establish rates. Rate modifications indicated on area maps in the Rental Rate Blue Book will not apply. The effective date of each section of the Rental Rate Blue Book when revised by the Equipment Guide-Book Company will be established by the Port. The Rental Rate Blue Book denotes discontinued models by showing a star next to the model number. Many manufacturers continue the same model number through successive years. In the event the Engineer and the Contractor are unable to distinguish discontinued models from current models having different rates in the Rental Rate Blue Book, the lower rate shall apply. In the event a rate is not given for either a new model or an older model, a rate for the most similar model in the Rental Rate Blue Book will be used for establishing a rate. Such characteristics as manufacturer, capacity, horsepower, and fuel will be used as the basis for selecting a similar model. In the event a rate has not been established for a particular equipment category in the Rental Rate Blue Book, the Contractor shall call the Equipment Guide-Book Company for a written response for a rental rate on the equipment and present to the Engineer for approval before use of the equipment. The Rental Rate Blue Book rates in effect at the time the Work is authorized are the maximum rates allowable for equipment of modern design in good working condition.

#### **ARTICLE 11 - CHANGE OF CONTRACT TIME**

- 11.1 Contract Time shall be changed only by a Change Order. Any extension in Contract Time shall be based on written request delivered to the Engineer within 10 days of the occurrence of the event. Notice of the extent of the time, with supporting data, shall be delivered within 30 days of such occurrence. Failure to deliver any referral to the Engineer within the time limits specified above shall completely foreclose consideration of an extension in Contract Time and all rights and remedies arising therefrom. Failure of Subcontractors or suppliers to meet their contract obligations shall not be cause for extension of time.
- 11.2 All time limits stated in the Contract Documents are of the essence.
- 11.3 Time extensions will be granted only when conditions described in Items 11.4, 11.5 and 11.6 exist and when the approved Work Progress Schedule substantiates the need. The Engineer will inform the Contractor in writing of the amount of time extension granted. An adjustment of Contract Time shall be the Contractor's sole remedy for any delay in Substantial Completion of the Work, except to the extent the delay is unreasonable and is caused by the acts or omissions of the Port or persons acting for the Port. To the extent the delay is unreasonable and is caused by the acts or omissions of the Port or persons acting for the Port, the Contractor is not precluded from recovery of damages or from an equitable adjustment.

- 11.4 The Contractor shall be entitled to an extension of the Contract Time equal to the length of any period during which the Contractor is completely prevented from performing any work under the Agreement because of an Act of God or the acts or omissions of the Port or the Port's agents, and shall be entitled to an equitable adjustment of the Contract Time to be determined by the Engineer if all or part of the work under the Agreement is hindered, delayed, or suspended by an Act of God or the acts or omissions of the Port or the Port's agents.
- 11.5 For those contracts which specify a completion date rather than contract duration, the specified Substantial Completion date will be adjusted if the period between the date of bid opening and the date of Notice to Proceed is more than that stated in Document 00100, Instructions to Bidders, as the period during which the bid cannot be revoked. The adjustment will be the addition of one day for each day over that specified period, less the number of calendar days over 10 in which the Contractor fails to deliver the executed Agreement and Performance and Payment Bond and furnish the required evidence of insurance to the Port.
- 11.6 Work covered by Change Order may require time extension or reduction. The amount of time extension or reduction will be agreed upon by the Contractor and the Engineer.

**ARTICLE 12 - WARRANTY; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

**Warranty**

- 12.1 The Contractor warrants to the Port that all Work shall be in accordance with the Contract Documents and shall not be Defective.

**Tests and Inspections**

- 12.2 The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.
- 12.3 The Contractor shall:
- A. Be responsible for compliance with all laws, ordinances, rules, regulations, codes, and orders of any public body having jurisdiction over inspection, testing, or approval of the Work. The Contractor shall pay all related costs. See Items 6.14 and 6.15 for reimbursement.
  - B. Furnish the Engineer the required certificates of inspection, testing, and approval.
  - C. Be responsible for inspection or testing required for the Engineer's acceptance of a manufacturer, fabricator, supplier, or distributor of materials. The Contractor shall pay all related costs.
  - D. The Port will pay the cost of all other inspections, tests, and approvals unless otherwise specified.
- 12.4 If any Work that is to be inspected, tested, or approved is covered without concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless: (1) the Contractor has given the Engineer timely notice of intent to cover such Work, and (2) the Engineer has not acted with reasonable promptness in response to such notice.

- 12.5 The following shall not relieve the Contractor from his obligation to perform the Work in accordance with the Contract Documents: (1) observation by the Engineer, (2) inspections, (3) tests, (4) approvals by others.

#### **Uncovering Work**

- 12.6 Any Work covered contrary to or without concurrence of the Engineer, must, if requested by the Engineer, be uncovered for the Engineer's observation. It shall be replaced at no added cost to the Port.
- 12.7 The Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the Engineer may require, any portion of Work in question. The Contractor shall furnish all necessary labor, material, and equipment. If it is found that such Work is Defective, the Contractor shall bear all the costs of: (1) uncovering, (2) exposure, (3) observation, (4) inspection, (5) testing, (6) satisfactory reconstruction, and (7) additional professional services. An appropriate deductive Change Order will be issued. If, however, such Work is found not to be Defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if he makes a request therefor as provided in Articles 10 and 11.

#### **Engineer May Stop the Work**

- 12.8 The Engineer may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated if: (1) the Work is Defective, and (2) the Contractor fails to supply sufficient skilled workers or suitable materials or equipment. However, this right of the Engineer to stop the Work shall not give rise to any duty on the part of the Engineer to exercise this right for the benefit of the Contractor or any other party.

#### **Correction or Removal of Defective Work**

- 12.9 If required by the Engineer, the Contractor shall promptly, without added cost to the Port, and as specified by the Engineer: (1) correct any Defective Work, whether or not fabricated, installed, or completed; or (2) if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work.

#### **One-Year Correction Period**

- 12.10 If any Work is found to be Defective:

- A. Within one year after the date of Final Acceptance
- B. Or such longer time prescribed by law
- C. Or by the terms of any special guaranty or extended warranty required by the Contract Documents
- D. Or by any specific provision of the Contract Documents,

The Contractor shall correct such Defective Work:

- A. Promptly,
- B. Without added cost to the Port, and
- C. In accordance with the Engineer's written instruction.

If the Work has been rejected by the Engineer, the Contractor shall:

- A. Remove it from the site and
- B. Replace it with nondefective Work.

If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Port may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

#### **Acceptance of Defective Work**

- 12.11 Instead of requiring correction or removal and replacement of Defective Work, the Port may accept it. Any and all costs associated with required testing or certification of the work or materials shall be the responsibility of the Contractor. If acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents. The Change Order will include appropriate reduction in the Contract Price. If the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Port.

#### **Port May Correct Defective Work**

- 12.12 If the Contractor fails, within 3 days after written notice from the Engineer, to proceed to correct Defective Work or to remove and replace rejected Work as required by the Engineer in accordance with Item 12.9, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the Work Progress Schedule), the Port may after a 3-day written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights under this paragraph, the Port will proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Port may: (1) exclude the Contractor from all or part of the site; (2) take possession of all or part of the site; (3) suspend the Contractor's services related thereto; (4) take possession of the Contractor's tools, appliances, construction equipment and machinery at the site; and (5) incorporate in the Work all materials stored at the site or for which the Port has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Port representatives, agents, and employees such access to the site as may be necessary to exercise the rights under this paragraph. All direct and indirect costs in exercising such rights will be charged against the Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs will include, in particular but without limitation: (1) additional professional services required, and (2) repair and replacement of Work of others destroyed or damaged by correction, removal, or replacement of the Contractor's Defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise of the Port's rights hereunder.

### **ARTICLE 13 - PAYMENTS TO THE CONTRACTOR AND COMPLETION**

#### **Before Application for Progress Payment**

- 13.1 Prior to submitting the first application for progress payment, the Contractor shall submit the following to the Engineer:
- A. Work Progress Schedule.

- B. Final Shop Drawings submission schedule.
- C. Cash Flow Schedule.
- D. Lump-sum breakdown of the Work.
- E. Wage certification.

#### **Application for Progress Payment**

- 13.2 The Contractor may apply for monthly progress payments on Work completed by the date of application. Application shall be made on the Contractor's Monthly Estimate Application (forms follow these General Conditions) and be accompanied by supporting documentation required by the Contract Documents and also as the Engineer may require. Applications shall be signed by the Contractor and submitted to the Engineer for review.

All applications, except the first application, shall include the Contractor's Waiver of Claims to Date (form follows these General Conditions) stating that all of the Contractor's obligations to date relating to the Work have been paid.

- 13.3 Materials delivered and stored on site but not yet incorporated in the Work may be included in the application for progress payment subject to approval by the Engineer and the following:
- A. No payment on stored materials costing less than \$50,000.
  - B. The Port's title to and interest in must be clearly established.
  - C. Value shall be established by invoice, freight bill, or other document. The progress payment will be limited to 90 percent of the net cost to the Contractor.
  - D. When there is a bid price on materials in place, the Engineer will estimate the cost of placing. The progress payment will be limited to 90 percent of the bid price less the estimated cost of placing.
  - E. Items shall be covered by appropriate insurance.
- 13.4 Progress payment shall not be construed as acceptance or approval of such Work or waiver of any defects therein.

#### **Retainage**

- 13.5 Five percent of each progress payment will be deducted and retained by the Port.

#### **Review of Application for Progress Payment**

- 13.6 The Engineer will review each application for progress payment and recommend payment or return to the Contractor with written reasons for not recommending payment.
- 13.7 The Port may refuse to make payment, in whole or any part, if:
- A. The Work is defective, or completed Work has been damaged requiring correction or replacement;
  - B. Written claims have been made against the Port or liens have been filed in connection with the Work;
  - C. The Contract Price has been reduced;

- D. The Port has been required to correct Defective Work or complete the Work in accordance with Item 12.12,
- E. The Contractor's prosecution of the Work in accordance with the Contract Documents is unsatisfactory;
- F. The Contractor has failed to make payment to Subcontractors, or for labor or materials; or
- G. The Contractor is in breach of this contract.

#### **Substantial Completion**

- 13.8 When the Contractor considers the entire Work ready for its intended use, he shall certify in writing that the entire Work is Substantially Complete and request a letter confirming Substantial Completion. Within 15 days thereafter, the Contractor and the Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer considers the Work Substantially Complete, he will within 15 days of date of inspection execute and deliver to the Contractor a confirming letter with a list of items to be completed or corrected. The letter will state the date of substantial completion. If the Engineer does not consider the Work Substantially Complete, he will notify the Contractor in writing giving reasons therefor.
- 13.9 The Port will have the right to exclude the Contractor from that part of the Work after the date of Substantial Completion. The Port will allow the Contractor reasonable access to complete or correct items on the list.

#### **Partial Utilization**

- 13.10 The Engineer may request in writing that the Contractor permit the Port to use any part of the Work which is Substantially Complete and which may be used without significant interference with construction of the other parts of the Work. If the Contractor agrees, the Contractor shall certify that that part of the Work is Substantially Complete. The Engineer will also issue to the Contractor a confirming letter with a list of items to be completed or corrected. The Port will assign responsibility for security, operation, safety, maintenance, utilities, and insurance for that part of the Work.
- 13.11 In lieu of issuing a letter confirming Substantial Completion for part of the Work, the Port may take over operation of part of the Work whether or not it is Substantially Complete if such part is functionally and separately useable.

#### **Final Inspection**

- 13.12 When the Contractor considers the entire work to be complete, he shall certify in writing that the entire Work is Complete and request a letter confirming Completion. Within 15 days thereafter, the Engineer will make Final Inspection and will notify the Contractor, in writing, of all particulars in which this inspection reveals that the Work is incomplete or Defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

#### **Application for Final Payment**

- 13.13 The Contractor may make application for final payment after Final Inspection and after all Work is complete and all deficiencies corrected. The Contractor shall make application for final payment following the procedure for progress payments. The application shall be preceded or accompanied by all documentation called for in the Contract Documents and other data as the Engineer may require. Some examples of documentation are:

- A. Operating and maintenance instructions and manuals.
- B. Marked-up Drawings for creating as-constructed Drawings.
- C. Schedules.
- D. Manufacturers' warranties or extended warranties.
- E. Bonds.
- F. Certificates of inspection.
- G. Releases or waivers of all liens arising out of or filed in connection with the Work.
- H. The Contractor's affidavit that the releases or waivers include all labor, services and materials for which a lien could be filed.
- I. The Contractor's Waiver of Claims to Date form certifying that all payrolls and materials bills and other indebtedness connected with the Work for which the Port might in any way be responsible have been paid or otherwise satisfied (form follows these General Conditions).
- J. Consent of surety, if any, to final payment.
- K. Subcontractor Payment and Utilization Report (form follows these General Conditions).

If any Subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, the Contractor may furnish a Bond or other collateral satisfactory to the Port to indemnify the Port against any lien.

#### **Final Acceptance and Final Payment**

- 13.14 Upon receipt of the Contractor's application for final payment, the Engineer will, within 15 days, recommend final payment or return the application to the Contractor. If the application is returned, the Engineer will give the Contractor written reasons for not recommending final payment. The Contractor shall make the necessary corrections and resubmit the application. When the Work is complete and the final application for payment is accepted, the Engineer will give the Contractor written Final Acceptance. The Port will pay the Contractor the recommended amount within 30 days of the date of Final Acceptance.
- 13.15 If late in making payment, the Port will pay the Contractor interest at the rate of 1 1/2 percent per month on the final payment due the Contractor. Interest will commence 30 days after Final Acceptance and run until final payment is tendered to the Contractor.

#### **Contractor's Continuing Obligation**

- 13.16 The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute acceptance of Work not in accordance with the Contract Documents or release the Contractor from obligation to perform the Work in accordance with the Contract Documents:
- A. Recommendation of any progress or final payment.
  - B. Payment by the Port to the Contractor.
  - C. Issuance of a letter of Substantial Completion.

- D. Use or occupancy of the Work or any part by the Port.
- E. Any act of acceptance by the Port.
- F. Any failure of acceptance by the Port.
- G. Any correction by the Port of Defective Work.

**Contractor's Warranty of Title**

13.17 The Contractor warrants that title to all Work and materials covered by any application for payment, whether incorporated in the Work or not, will pass to the Port at the time of payment. Title shall be free and clear of all liens, claims, security interests and encumbrances.

**Waiver of Claims**

13.18 The making of final payment will constitute a waiver of all claims by the Port against the Contractor except claims arising from:

- A. Unsettled liens.
- B. Defective Work appearing after Final Inspection.
- C. Failure to comply with the Contract Documents.
- D. Failure to comply with the terms of any special guaranties.
- E. The Contractor's continuing obligation under the Contract Documents.

The acceptance of final payment will constitute a waiver of all claims by the Contractor against the Port other than those made in writing and still unsettled.

**Liquidated Damages**

13.19 Time is of the essence of this Agreement. It is agreed by the parties to the Agreement that in case the Work required under the Agreement is not completed within the applicable Contract Time, damage will be sustained by the Port and that it is and will be impractical to determine the actual damage which the Port will sustain by reason of such delays. It is therefore agreed that the Contractor shall pay the Port, not as a penalty, but as liquidated damages the per diem amount set forth in the Agreement for each day elapsed beyond the Substantial Completion date stated in the Notice to Proceed applicable to the Work required under the Agreement. Permitting the Contractor to continue and finish the Work or any part thereof after Substantial Completion shall in no way operate as a waiver on the part of the Port of any of its rights under the Agreement. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire Agreement. Payment of liquidated damages shall not constitute a waiver of the Port's right to collect any additional damages which it may sustain by failure of the Contractor to carry out the terms of the Agreement. It is the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the Work on time. Liquidated damage amounts may be withheld by the Port from any partial or final payment due the Contractor.

**Other Damages**

13.20 The Port will further have the right to charge the Contractor, and to deduct from any payment due: (1) the actual cost of the Port's engineering; (2) inspection; and (3) overhead expenses which are directly chargeable to the Agreement, and which accrue during the period between the Substantial

Completion date stated in the Notice to Proceed and the date of Final Acceptance. Costs of final surveys and preparation of final estimate will not be included in such charges.

- 13.21 The Port shall have the right to recover from the Contractor and, to the extent permitted by law, to deduct from any payment due the Contractor, the amount of any loss suffered by the Port on account of the failure of the Contractor, Subcontractor, any anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable to comply with the rules and regulations referenced or contained in the Contract Documents.

#### ARTICLE 14 - SUSPEND, TERMINATE, OR ABANDON THE WORK

##### Port May Suspend the Work

##### 14.1 Suspension of the Work:

- A. The Port may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice, in writing, to the Contractor which will fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, subject to the Engineer's approval.
- B. In the event the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable fails to comply with the rules and regulations referenced in the Contract Documents, the Port may suspend the Work or any portion thereof and may continue the suspension until completion of any investigation or evaluation by the Port and full compliance with any corrective measures which the Port may reasonably require. The Port shall not be liable to the Contractor for any delay caused by such suspension, nor shall there be any adjustment in the Contract Price or Contract Time.

##### Port May Terminate the Work

##### 14.2 Upon the occurrence of any one or more of the following events:

- A. The Contractor is adjudged a bankrupt or insolvent.
- B. The Contractor makes a general assignment for the benefit of creditors.
- C. A trustee or receiver is appointed for the Contractor or for any of the Contractor's property.
- D. The Contractor files petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
- E. The Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment.
- F. The Contractor repeatedly fails to make prompt payments to Subcontractors or for labor and materials.
- G. The Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction including, without limitation, ordinances adopted by the Port and referenced in the Contract Documents, and the rules and regulations adopted by the Port's Executive Director or his designee.

- H. The Contractor disregards the authority of the Engineer.
- I. The Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

The Port may, after giving the Contractor and his surety a 7-day written notice: (1) terminate the services of the Contractor; (2) exclude the Contractor from the site; (3) take possession of the site and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor without liability to the Contractor for trespass or conversion; (4) incorporate in the Work all materials stored at the site or for which the Port has paid the Contractor but which are stored elsewhere; and (5) finish the Work as the Port may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess will be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Port. Such costs incurred by the Port will be verified by the Engineer and incorporated in a Change Order; but in finishing the Work, the Port will not be required to obtain the lowest figure for the Work performed.

- 14.3 Where the Contractor's services have been so terminated by the Port, the termination shall not affect any rights of the Port against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Port will not release the Contractor from liability.

#### **Port May Abandon the Work**

- 14.4 Upon giving the Contractor a 7-day written notice, the Port may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor will be paid for all Work executed and any costs sustained plus reasonable termination expenses.

#### **ARTICLE 15 - CLAIMS AND DISPUTES**

- 15.1 A party shall submit to the other a written statement of a claim not otherwise provided for by this contract within 30 calendar days after the claimant first has knowledge of or reason to know of the facts upon which the claim is based. The statement of claim shall recite the facts upon which the claim is based and include copies of all documentary evidence in support of the claim. Within 15 calendar days after receiving a claim, the party to which a claim is submitted shall respond in writing stating whether the claim is allowed, partially allowed, or denied. If the claimant disputes the action taken by the other party, the claimant shall deliver a written notice of dispute to the other party within 15 calendar days after the claimant receives the other party's written response to the claim. The written notice of dispute shall be entitled "Notice of Dispute." A claim shall be barred if the claimant fails to comply with the foregoing notice of dispute requirement or fails to timely deliver the notice of dispute to the other party.
- 15.2 The parties shall attempt to resolve all disputes by negotiation. Negotiations shall be initiated at the earliest opportunity. Each party shall freely share unprivileged information requested by the other and shall make a good faith effort to ensure that all relevant issues are fully developed and fairly presented to the other side.
- 15.3 If a dispute cannot be resolved through negotiations between the Contractor's representatives and the Port's Construction Contract Manager and the Engineer, the parties shall submit the dispute to

mediation. Either party may request mediation. The requesting party must suggest an independent mediator with the request for mediation. If the parties cannot agree upon a mediator, either party may apply to the Presiding Judge, Multnomah County Circuit Court, for appointment of a mediator. The parties shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorney fees. Mediation shall be at Portland, Oregon, unless the parties agree otherwise.

- 15.4 If a dispute is not resolved by mediation, the parties may, but are not required to, agree to submit the dispute to binding arbitration, in which case the parties shall agree upon the arbitrator, the applicable rules for arbitration, the time and place of arbitration, and the allocation of costs and attorney fees related to the arbitration.
- 15.5 If a dispute cannot be resolved by mediation, and the parties do not agree to submit the dispute to arbitration, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Multnomah County, Oregon. The prevailing party shall be entitled to recover attorney fees and costs at trial and on appeal.
- 15.6 Except to the extent performance may be legally excused under the particular circumstances, each party shall continue to perform its duties under the contract while the resolution of a dispute is pending. Failure to comply with this requirement shall be a material breach of the contract.

## ARTICLE 16 - MISCELLANEOUS

### Giving Notice

- 16.1 When the Contract Documents require that written notice be given, notice shall be deemed valid if it is:
- A. Hand carried to the person to whom it is intended, or
  - B. Hand carried to an officer of the firm for which it is intended, or
  - C. Sent by registered or certified "Return Receipt Requested" mail, postage prepaid, to the last business address known to the giver of the notice.

### Computation of Time

- 16.2 Any period of time referred to in the Contract Documents by days shall be computed to exclude the first and include the last day of such period. If the last day of any time period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted.

### Liability Claims

- 16.3 Should the Port or the Contractor suffer injury or damage to his person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made: (1) in writing, and (2) to the other party within a reasonable time of the first observance of such injury or damage.

### Rights and Remedies

- 16.4 The General Conditions impose duties and obligations on the contract parties and provide for rights and remedies. Refer in particular to Items 6.38, 12.1, 12.9, 12.12, 13.16 and 14.2. They outline some of the warranties, guaranties, and obligations imposed on the Contractor, and rights

and remedies allowed the Port. The rights and remedies available to each party are in addition to, and shall not limit, actions allowed by law or other parts of the Contract Documents. All representations, warranties, and guaranties made in the Contract Documents shall survive final payment and termination or completion of this Agreement. The content of this paragraph shall apply as if repeated specifically in the Contract Documents in connection with each duty, obligation, right, and remedy.

**Savings Clause**

- 16.5 All provisions of the Contract Documents are separable and independent of the others. If any provision of the Contract Documents, including but not limited to any provision of a document incorporated by reference, is declared invalid for any reason, the remainder of the Contract Documents shall remain valid and in full force and effect.

**THE PORT OF PORTLAND  
CONTRACTOR'S REQUEST FOR PAYMENT**

CONTRACTOR: \_\_\_\_\_  
PROJECT TITLE: \_\_\_\_\_  
PROJECT NO: \_\_\_\_\_  
AIP NO: \_\_\_\_\_

Work performed through: \_\_\_\_/\_\_\_\_/\_\_\_\_

- Wage certifications for all labor are attached, or have been submitted previously in accordance with ORS 279.354.
  
- The undersigned certifies that to the best of the undersigned's knowledge:
  - 1) work covered by this invoice is in accordance with the contract documents, and
  - 2) the Contractor is entitled to payment of the amount requested by the invoice, and
  - 3) all subcontractors have been paid, and retainage released in accordance with ORS Chapter 279 and, for federally funded work, 49 CFR Part 26.
  
- Waiver of Claims to Date attached (not required for first application for payment).
  
- Subcontractor Payment and Utilization Report attached (required for final application for payment).

\_\_\_\_\_  
Contractor's Representative

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

TOTAL WORK COMPLETE TO DATE:

Total Bid Item Work	\$	_____
Total Change Order Work	\$	_____
Total Material on Hand	\$	_____
Total to Date	\$	_____
Less 5% Retainage	\$	_____
Less Previous Payments	\$	_____
PAYMENT NOW DUE	\$	_____

PORT OF PORTLAND REVIEW ACTION:

Inspector:            Approve: \_\_\_\_/\_\_\_\_/\_\_\_\_  
                             Disapprove: \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_

Construction Contracts Manager:

Approve: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Disapprove: \_\_\_\_/\_\_\_\_/\_\_\_\_

By: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

AIP NO: \_\_\_\_\_

**BID ITEMS**

Bid Item	Description	Bid Quantity	Unit	Unit Price	Total Work Complete			
					Previous Estimates (Cumulative)		This Estimate Only	
					Quantity	Amount	Quantity	Amount

CONTRACTOR: \_\_\_\_\_  
 PROJECT TITLE: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_  
 AIP NO: \_\_\_\_\_

**CHANGE ORDERS**

Change Order	Description	Amount	Total Work Complete			
			Previous Estimates (Cumulative)		This Estimate Only	
			Quantity	Amount	Quantity	Amount

**WAIVER OF CLAIMS TO DATE**

\_\_\_\_\_ ("the Contractor") and the Port of Portland ("the Port") have entered into an agreement ("the Agreement") for the construction of certain improvements at \_\_\_\_\_ commonly referred to as the \_\_\_\_\_ Project.

The Agreement provides for monthly progress payments, provided, among other things, the Contractor executes and submits this Waiver of Claims to Date with respect to all claims through the end of the period covered by the immediately preceding progress payment.

The date of the request for progress payment with which this Waiver of Claims to Date is submitted ("Current Progress Payment") is \_\_\_\_\_ ("Current End Date"). The end of the period covered by the immediately preceding progress payment ("Last Progress Payment") was \_\_\_\_\_ ("Last End Date").

The Contractor certifies that all work covered by the Current Progress Payment is complete.

The Contractor certifies that all subcontractors, laborers, suppliers, and materialmen have been paid in full, less any retainage properly withheld by the Contractor, for all work performed and material provided for which the Contractor received payment in the Last Progress Payment.

The Contractor certifies that no extras have been furnished prior to the Last End Date for which payment has not been received.

The Contractor certifies that no claims are reserved by the Contractor or the Contractor's subcontractors, laborers, suppliers, or materialmen as of the Current End Date.

The Contractor, on behalf of the Contractor and all of the Contractor's subcontractors, laborers, suppliers, and materialmen, hereby waives and releases the Port from any mechanic's lien, stop notice, bond right, or other claim related to the Agreement through the Last End Date.

Exceptions, if any:

\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct.

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE PORT OF PORTLAND  
SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT**

1. PRIME CONTRACTOR: \_\_\_\_\_  
 2. PROJECT NAME: \_\_\_\_\_  
 3. CONTRACT NO.: \_\_\_\_\_  
 4. PRIME CONTRACT AMOUNT: \$ \_\_\_\_\_  
 5. REPORT DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**INSTRUCTIONS FOR COMPLETING THIS FORM ARE ON BACK OF FORM**

6 All First-Tier Subcontractors Utilized	7 Type of Work and SIC Code	8 Indicate if Subcontractor is DBE/MBE/WBE/ESB	9 Original Subcontract Amount	10 Amended Subcontract Amount	11 Total Paid
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

\_\_\_\_\_  
Authorized Signature of Contractor Representative

\_\_\_\_\_  
Date

Submit with Contractor's Final Request for Payment to Construction Contract Manager.

**INSTRUCTIONS FOR COMPLETING THE SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT**

1. **PRIME CONTRACTOR:** Indicate the name of the prime Contractor.
2. **PROJECT NAME:** Indicate the project name as shown on the contract documents.
3. **CONTRACT NUMBER:** Indicate the contract number for this project, as recorded on the cover of the signed contract manual.
4. **PRIME CONTRACT AMOUNT:** Indicate the total dollar amount of the prime contract.
5. **REPORT DATE:** Indicate the date report is being filed (should correspond to the prime Contractor's final payment request).
6. **ALL FIRST-TIER SUBCONTRACTORS UTILIZED:** Names of first-tier Subcontractors. Subcontractors do not include firms serving as suppliers only.
7. **TYPE OF WORK AND SIC CODE:** Briefly describe Subcontractor's work (i.e., landscaping, electrical, paving, etc.). Include SIC code.
8. **INDICATE IF SUBCONTRACTOR IS DBE/MBE/WBE/ESB:** Show Subcontractor's designation, if applicable.
9. **ORIGINAL SUBCONTRACT AMOUNT:** Indicate the dollar amount for each subcontract at time of award.
10. **AMENDED SUBCONTRACT AMOUNT:** This amount should be the total dollar value (original subcontract amount plus any additions or deletions) of the subcontract.
11. **TOTAL PAID:** This amount should be the total dollar amount paid to the Subcontractor.

**COMMENTS** (Include explanation if any payment amounts made to the Subcontractor are less than requested by the Subcontractor.)

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DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

1.1 GENERAL

- A. These supplements modify, delete from, or add to the General Conditions.
- B. Where an article, paragraph, or clause of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, or clause remain in effect.
- C. Specific project requirements stated in other documents such as the Bid, Agreement, or in Division 1 (General Requirements) take precedence over the General Conditions.

1.2 SPECIFICATIONS LANGUAGE

- A. Unless specifically stated otherwise, all specifications are directed to the Contractor. This includes statements which have no grammatical subject, as in "Install equipment plumb and level."

1.3 ELECTRONIC DOCUMENTS

- A. If available, the Port may provide the Contractor, at the Contractor's request, construction design or related documents in electronic form. Because electronic documents are subject to data erosion, erasure, alteration, changes in computer software, or computer viruses, and the sources of information vary in quality and reliability, the Port makes no warranties or representations regarding the integrity or completeness of any electronic document it provides. Only the hard copy documents actually incorporated into these Contract Documents may be relied upon by the Contractor or Subcontractors. Use of electronic documents shall be at the Contractor's own risk.

1.4 LICENSE REQUIREMENT

- A. The Contractor and subcontractors shall be licensed to do work in the City of Portland.

1.5 BUILDER'S RISK INSURANCE

- A. Delete General Conditions Item 5.5 in its entirety and replace with the following:

"The Contractor is responsible for all labor, equipment, and materials required to complete the Work until Final Acceptance by the Port, including work in place, equipment, and materials lost or damaged for any reason. The Contractor may choose the method(s) of meeting this responsibility."

1.6 LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT

- A. The Contractor shall provide evidence of workers' compensation and employer's liability insurance for all employees subject to the Longshore and Harbor Workers' Compensation Act prior to commencing work on this Contract. In lieu of such insurance, the Contractor may provide evidence to the Port from the U.S. Department of Labor that the Contractor is a qualified self-insured employer and may provide a certificate of insurance evidencing excess workers' compensation and employer's liability insurance.

## 1.7

## VESSEL INSURANCE

- A. If owned or hired vessels are used in connection with this Contract, the Contractor shall provide certificate(s) of insurance evidencing protection and indemnity insurance, including Tower's Liability for towing vessels, in an amount not less than: (1) the greater of hull value or \$5,000,000 per occurrence for towing vessels and crane barges, and (2) the greater of hull value or \$1,000,000 per occurrence for other vessels. Such insurance shall name the Port, its commissioners, employees, and agents as additional assureds.
- B. Vessels used in connection with this Contract shall meet the requirements of all applicable state and federal environmental laws, including but not limited to the Oil Pollution Act of 1990 (OPA). The Contractor shall provide evidence that each subject vessel is insured for water pollution liability losses in an amount of the greater of \$1,000,000; the OPA statutory limit per vessel; or limits required by other applicable state and federal environmental laws.
- C. The Contractor shall provide evidence that the master and crew of any owned or hired vessels used in conjunction with this Contract are covered for compensation under the Jones Act prior to commencing work. If the vessel owner (if different) provides this coverage, the Contractor shall provide the Port with a copy of the vessel owner's certificate of insurance.
- D. If the Work includes work in or over water or from vessels, any exclusion of such operations in the Contractor's commercial general liability policy shall be removed by endorsement, and a copy shall be provided to the Port.

## 1.8

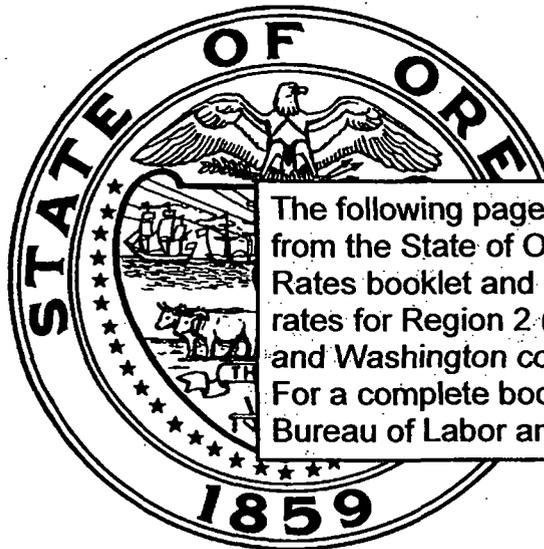
## PERMITS

- A. See General Conditions Item 6.14. Delete in its entirety and replace with the following:
  - "A. Permits for removal of dredging materials to be issued by the Oregon Division of State Lands and U.S. Army Corps of Engineers, Portland District, will be obtained by the Port.
  - "B. The Contractor shall conform to the provisions, conditions, and requirements of the permits, including notices to the above agencies (city, state, and Corps of Engineers) of dredging activities.
  - "C. Conflicts, if any, between the specifications and issued permits, observed by the Contractor, shall be brought to the attention of the Engineer."

# PREVAILING WAGE RATES

for

## Public Works Contracts in Oregon



The following pages are a partial excerpt from the State of Oregon Prevailing Wage Rates booklet and contain the current wage rates for Region 2 (Clackamas, Multnomah, and Washington counties) and related text. For a complete booklet, contact the Oregon Bureau of Labor and Industries.



**OREGON BUREAU OF LABOR AND INDUSTRIES**

**Jack Roberts**  
**Commissioner**  
**Bureau of Labor and Industries**

**Effective July 1, 2001**

REGION #2

Clackamas, Multnomah, Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Asst. Engineer, Asst. Matc, Fireman, Oilers, Operators, Tenderman)	See Appendix	See Appendix
Drywall Applicator (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Taper (Painters and Drywall Tapers)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructor (not metal) (Laborers)	See Appendix	See Appendix
Fence Erector (metal)	\$15.52	\$3.06
Flaggers (Laborers)	See Appendix	See Appendix
Floor Covering Layers (Soft tile, linoleum and carpet)	\$20.97	\$4.95
Glaziers	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$16.08	\$3.54
Highway and Parking Stripers	\$20.34	\$4.53
Ironworkers (Structural & Reinforcing Metal Workers)	See Appendix	See Appendix
Laborers and Material Movers (Hand)	See Appendix	See Appendix
Landscape Laborer/Technician	\$13.11	\$2.32
Lather (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electrician	See Appendix	See Appendix
Line Construction	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters: Bridge, dock and wharf builders, piledriver men, boom men, marine piledrivers	See Appendix	See Appendix
Millwrights; Machine Erectors; Machinists; Millwright/Welders (Carpenters)	See Appendix	See Appendix
Painter: Brush, Roller, Machine (spray and sandblasting)	See Appendix	See Appendix
Plasterers and Stucco Masons, (Swinging Scaffold, Nozzlemen and All Other Work) (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
<b>Power Equipment Operators I:</b>		
Auxiliary Equipment: Compressors, Generators, Pumps		
Compactors/Roller Operator: (not asphalt)		
Crushing: Crusher Plant Operator or Oiler		
Drilling: Earth Boring Machine Operator (horizontal & vertical), Directional Drilling	\$19.58	\$5.26
Fork Lifts: Industrial Lift Truck Operator and Material Handler		
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers		
Sweepers		

REGION #2  
Clackamas, Multnomah, Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE		
<b>Power Equipment Operators II:</b> Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operator, Concrete Planer, Grinder or Grooving Machine Operator Blade: Blade/Grader Operator	\$20.69	\$5.37		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operator, Rubber-Tired Scraper Operator, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)				
Concrete: Batch Plant and or Wet Mix Operator, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operator, Concrete Spreader/Placer Operator, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw Front End Loaders, Hydraulic Hoes, Excavators				
<b>Power Equipment Operators III:</b> Asphalt Paving Equipment: Asphalt Paver Operator, Asphalt Plant Operator, Roller Operator, Screed Operator (any asphalt mix) Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operator. (Excluding Dredging Operations, which is a separate classification - see "Dredging") Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oiler, Combination Guardrail Machines, Punch, Auger, etc)	See Appendix	See Appendix		
Riggers				
Roofers: General Roofing Materials; Irritable Bituminous Materials				
Sheet Metal Duct Installers; Sheet Metal Workers				
Sprinkler Fitters	See Appendix	See Appendix		
Telephone and Data Cabling (Limited Energy Electrician)				
Tenders to Mason Trades: Brick and Stonemasons				
Tenders to Plasterers and Stucco Masons				
Tile, Terrazzo, Brick and Marble Finisher				
Tile Setter/Terrazzo Worker: Hard Tile Setter				
Tree Trimmers (Line Constructors)				
Truck Drivers			\$15.79	\$4.04
Welders (Incidental)			Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

# APPENDIX

JULY 1, 2001

THE APPENDIX SECTION IS TO BE USED ONLY FOR REGIONS/TRADES  
SPECIFIED IN PAGES 14 THROUGH 53. REFER TO PAGES 14 THROUGH 53  
BEFORE USING RATES IN THIS SECTION

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**OREGON DETERMINATION 2001-02**

**TRADE**                      **BASIC**  
                                  **HOURLY FRINGE**  
                                  **RATE**

**TRADE**                      **BASIC**  
                                  **HOURLY FRINGE**  
                                  **RATE**

**ASBESTOS WORKERS**

Installation of insulation on mechanical systems for Thermal and Acoustical purposes, also the installation of fire stop penetrations on electrical and mechanical systems.

**Journeyman Asbestos Worker**

**28.96            8.35**

Removal of regulated material on mechanical systems\* which are not going to be scrapped. \*\*

\*Mechanical systems include pipes, boilers, ducts, flues, breaching, grease ducts and acid ducts. This also includes all labor connected with the handling and distribution of materials for these systems.

\*\*The removal of all regulated materials from mechanical systems is exclusively the work of Hazardous Materials Handlers, unless the mechanical systems are going to be scrapped. Laborers do all removal of regulated materials on mechanical systems to be scrapped and any non-mechanical (walls, ceilings, floors, beams, etc.) insulation. They also do loading of any regulated materials after it has been removed, bagged and tagged, as well as cleanup at the removal site and all work done at the disposal site. Persons performing the removal of regulated materials are classified as Group 3 Laborers.

**NOTE:** Regulated materials are those materials that are regulated for the purpose of protecting the environment or for personal protection by EPA, OSHA, DEQ or Federal OSHA.

**BOILERMAKERS**            **25.07            10.89**

**BRICKLAYERS/STONEMASONS**

(This trade is tended by "Tenders to Masons")

**Area 1**                            **25.77            9.70**

(Add \$0.75 per hour to Fringe for Refractory repair work.)

**Area 2**                            **24.41            8.24**

(Add \$0.75 per hour to Fringe for Refractory repair work.)

**BRICKLAYERS/STONEMASONS (Continued)**

**Area 1**

Benton (a)	Columbia	Marion	Tillamook
Clackamas	Lincoln (a)	Multnomah	Washington
Clatsop	Linn (a)	Polk	Yamhill

**Area 2**

Benton (b)	Lane	Lincoln (b)	Linn (b)
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- a) North Half
- b) South Half

**CARPENTERS**

**Zone 1 (Base Rate)**

Group 1	<b>25.18</b>	<b>9.14</b>
Group 2	<b>25.33</b>	<b>9.14</b>
Group 3	<b>25.68</b>	<b>9.14</b>
Group 4	<b>25.83</b>	<b>9.14</b>
Group 5	<b>25.68</b>	<b>9.14</b>
Group 6	<b>25.83</b>	<b>9.14</b>
Group 7	<b>26.18</b>	<b>9.14</b>

**Zone Differential for Carpenters  
(Add to Zone 1 Rate)**

Zone 2	<b>.85</b>
Zone 3	<b>1.25</b>
Zone 4	<b>1.70</b>
Zone 5	<b>2.00</b>
Zone 6	<b>3.00</b>
Zone 7	<b>5.00</b>

Zone 1: Projects within 30 miles of city hall in the cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 60 miles.

Zone 5: More than 60 miles but less than 70 miles.

Zone 6: More than 70 miles but less than 100 miles.

Zone 7: More than 100 miles from the city hall of the employee's home local.

**OREGON DETERMINATION 2001-02**

TRADE	BASIC HOURLY FRINGE RATE	TRADE	BASIC HOURLY FRINGE RATE
-------	--------------------------	-------	--------------------------

**CARPENTERS** (Continued)

Reference Cities for Group 1 and 2 Carpenters

Albany	Goldendale	Medford	Roseburg
Astoria	Grants Pass	McMinnville	St. Helens
Baker	Hermiston	Newport	Salem
Bend	Hood River	Oregon City	The Dalles
Brookings	Klamath Falls	Ontario	Tillamook
Burns	LaGrande	Pendleton	Vancouver
Coos Bay	Lakeview	Portland	
Corvallis	Longview	Port Orford	
Eugene	Madras	Reedsport	

Zones for Groups 3 and 4 Carpenters are determined by the distance between the project site and either

- 1) the worker's residence; or
- 2) City Hall of a reference city

for the appropriate group shown, whichever is closer.

Reference Cities for Group 3 and 4 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Zones for Groups 5, 6 and 7 Carpenters are determined as follows:

1. For those workers who reside within Zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the city hall of that city to the project site.
2. For those workers who reside nearer to the project than is the city hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.
3. The zone pay differential for all other projects shall be computed from the city hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

Astoria	Klamath Falls	Newport	Roseburg
Bend	Longview	North Bend	Salem
Eugene	Medford	Portland	The Dalles

**CARPENTERS** (Continued)

Group 1

Auto. Nailing Machine Carpenters  
Form Stripper  
Manhole Builders  
Non-irritating Insulation  
Cabinet & Shelving  
Installers (wood or steel)

Group 3

Millwrights  
Machine Erectors  
Machinists

Group 5

Bridge, Dock & Wharf Builders  
Piledrivermen

Group 7

Marine Piledriver

Group 2

Floor Layers & Finishers  
Stationary Power Saw Operators  
Wall & Ceiling Insulators  
Irritating Insulation

Group 4

Millwright/Welders  
(Certified Welders receive \$.025/hour over Group 3)

Group 6

Boom Men

**CEMENT MASONS**

(This trade is tended by "Concrete Laborers")

Zone 1 (Base Rate)

Group 1	24.04	9.00
Group 2	24.48	9.00
Group 3	24.48	9.00
Group 4	24.93	9.00

Group 1 Cement Masons, finishing, hand chipping, patching, grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades. Grinding of concrete done as preparatory to patching or when done to produce a finished concrete product.

Group 2 Composition Workers (includes installation of epoxy and other resinous toppings), and Power Machine Operators.

Group 3 Cement Masons working on suspended, swinging and/or hanging scaffold.

**OREGON DETERMINATION 2001-02**

TRADE

BASIC  
HOURLY FRINGE  
RATE

TRADE

BASIC  
HOURLY FRINGE  
RATE

**CEMENT MASONS** (Continued)

Group 4 Cement Masons performing work of both Group 2 and Group 3 at the same time.

Zone Differential for Cement Masons  
(Add to Zone 1 Rate)

Zone 2	.65
Zone 3	1.15
Zone 4	1.70
Zone 5	2.75

Zone 1: Projects within 30 miles of city hall in the cities listed below.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 80 miles.

Zone 5: More than 80 miles.

Reference Cities

Bend	Longview	Portland	The Dalles
Corvallis	Medford	Salem	Vancouver
Eugene			

**DIVERS & DIVERS' TENDERS**

Divers	60.98	9.14
Divers' Tenders	27.62	9.14

- 1) For those workers who reside within a reference city below, their zone pay shall be computed from the city hall of the city wherein they reside.
- 2) For those workers who reside nearer to a project than is the city hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.
- 3) The zone pay for all other projects shall be computed from the city hall of Portland.

Zone Differential for Divers/Divers' Tenders  
(Add to Zone 1 Rate)

Zone 2	.85
Zone 3	1.25
Zone 4	1.70
Zone 5	2.00
Zone 6	3.00
Zone 7	5.00

**DIVERS & DIVERS' TENDERS** (Continued)

Zone 1: Projects within 30 miles of city hall in the cities listed below.

Zone 2: More than 30 miles, but less than 40 miles.

Zone 3: More than 40 miles, but less than 50 miles.

Zone 4: More than 50 miles, but less than 60 miles.

Zone 5: More than 60 miles, but less than 70 miles.

Zone 6: More than 70 miles, but less than 100 miles.

Zone 7: More than 100 miles from the city hall of the employee's home local.

Reference Cities for Divers/Divers' Tenders

Astoria	Klamath Falls	Newport	Roseburg
Bend	Longview	North Bend	Salem
Eugene	Medford	Portland	The Dalles

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic	Hourly	Hourly	Divers'
Hourly +	Depth	+	Enclosure = Total
Rate	Pay	Pay	Hourly Pay

Divers' Depth Pay:

<u>Depth of Dive</u>	<u>Hourly Depth Pay</u>
50 - 100 ft.	([Total ft- 50] x \$1.00)/hr.
100 - 150 ft.	\$ 50 + ([Total ft-100] x \$1.50)/hr.
100 - 200 ft.	\$125 + ([Total ft-150] x \$2.00)/hr.

Divers' Enclosure Pay (working without vertical escape):

<u>Distance Traveled</u>	<u>Hourly Enclosure Pay</u>
<u>In the Enclosure</u>	
5 - 50 ft.	\$ .50/hr.
50 - 100 ft.	\$ .63/hr.
100 - 150 ft.	\$ 2.13/hr.
150 - 200 ft.	\$ 4.63/hr.
200 - 300 ft.	\$ 4.63 + ([total ft-200] X \$.05)/hr.
300 - 450 ft.	\$ 9.63 + ([total ft-300] X \$.10)/hr.
450 - 600 ft.	\$24.63 + ([total ft - 450] X \$.20)/hr.

**OREGON DETERMINATION 2001-02**

<b>TRADE</b>	<b>BASIC</b>	
	<b>HOURLY</b>	<b>FRINGE</b>
	<b>RATE</b>	

<b>TRADE</b>	<b>BASIC</b>	
	<b>HOURLY</b>	<b>FRINGE</b>
	<b>RATE</b>	

**DREDGERS**

**Zone 1 (Base Rate)**

Leverman (Hydraulic, Dipper, Floating Clamshell)	<b>31.80</b>	<b>7.75</b>
Asst. Engineer (including Watch Engineer, Welder, Mechanic, Machinist)	<b>29.69</b>	<b>7.75</b>
Tenderman (Boatman, Attending Dredge Plant); Fireman	<b>28.72</b>	<b>7.75</b>
Fill Equipment Operator	<b>27.94</b>	<b>7.75</b>
Assistant Mate (Deckhand); Oiler	<b>26.15</b>	<b>7.75</b>

Zone Differential for Dredgers  
(Add to Zone 1 Rate)

Zone 2	<b>2.00</b>
Zone 3	<b>3.00</b>

Zone 1: Center of job site not more than 30 miles from the city hall of Portland.  
 Zone 2: More than 30 miles but not more than 50.  
 Zone 3: Over 50 miles.

**DRYWALL/WETWALL**

Drywall (Acoustical and Drywall Applicator)	<b>24.21</b>	<b>9.85</b>
Wetwall (Lather)	<b>23.45</b>	<b>10.67</b>

**ELECTRICIANS**

Area 1

Electricians	<b>22.26</b>	<b>6.79</b>
Cable Splicers	<b>24.49</b>	<b>6.89</b>

Area 2

Electricians	<b>27.80</b>	<b>9.01</b>
Cable Splicers	<b>29.19</b>	<b>9.06</b>

Area 3

Electricians	<b>26.25</b>	<b>9.39</b>
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**ELECTRICIANS (Continued)**

Area 4

Electricians	<b>29.00</b>	<b>9.07</b>
Cable Splicers	<b>31.90</b>	<b>9.16</b>
Electrical Material Handler	<b>12.30</b>	<b>4.37</b>

Area 5

Electricians	<b>30.20</b>	<b>11.16</b>
Cable Splicers	<b>30.45</b>	<b>11.16</b>
Electrical Material Handler	<b>17.06</b>	<b>7.36</b>

Zone Pay for Area 5 Electricians  
(Add to Basic Hourly Rate)

Zone 1	31-50 miles	<b>\$1.00</b>
Zone 2	51-70 miles	<b>\$3.00</b>
Zone 3	71-90 miles	<b>\$5.00</b>
Zone 4	91 or more	<b>\$8.50</b>

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria      Seaside      Tillamook      The Dalles  
 Hood River

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

Area 6

Electricians	<b>25.53</b>	<b>8.02</b>
Cable Splicers	<b>25.53</b>	<b>8.02</b>

Reference Counties

Area 1

Malheur

Area 2

Baker  
 Gilliam  
 Grant  
 Morrow  
 Umatilla  
 Union  
 Wallowa  
 Wheeler

Area 3

Coos  
 Curry  
 Lincoln  
 Douglas (a)  
 Lane (a)

**OREGON DETERMINATION 2001-02**

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE
-------	-------------------	--------	-------	-------------------	--------

**ELECTRICIANS (Continued)**

<u>Area 4</u>	<u>Area 5</u>	<u>Area 6</u>
Benton	Clackamas	Harney
Crook	Clatsop	Jackson
Deschutes	Columbia	Josephine
Jefferson	Hood River	Klamath
Lane (b)	Multnomah	Lake
Linn	Sherman	Douglas (b)
Marion	Tillamook	
Polk	Wasco	
Yamhill (c)	Washington	
	Yamhill (d)	

**GLAZIERS**

**26.21      6.95**

Add \$1.00 to base rate if safety belt is required by State safety regulations.

Add \$4.00 to base rate for work done from a non-motorized single-man bosun chair.

Benton	Lane	Marion	Tillamook
Clackamas	Lincoln	Multnomah	Washington
Clatsop	Linn	Polk	Yamhill
Columbia			

**IRONWORKERS**

**25.82      10.85**

Structural, Reinforcing, Ornamental, Riggers, Signal men

**LABORERS**

Zone 1 (Base Rate):

Group 1	<b>20.85</b>	<b>8.15</b>
Group 2	<b>21.35</b>	<b>8.15</b>
Group 3	<b>21.73</b>	<b>8.15</b>
Group 4	<b>22.05</b>	<b>8.15</b>
Group 5	<b>18.33</b>	<b>8.15</b>

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Hazardous Waste Site. A Group 1 base rate is used for General Laborer on such a site. For further information on this, call the Prevailing Wage Rate Coordinator at (503) 731-4723.

Zone Differential for Laborers  
(Add to Zone 1 Rate)

Zone 2	<b>.65</b>
Zone 3	<b>1.15</b>
Zone 4	<b>1.70</b>
Zone 5	<b>2.75</b>

Zone 1 – Projects within 30 miles of city hall in the cities listed below.

Zone 2 – More than 30 miles but less than 40 miles.

Zone 3 – More than 40 miles but less than 50 miles.

Zone 4 – More than 50 miles but less than 80 miles.

Zone 5 – More than 80 miles.

- a) Those portions lying west of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.
- b) Those portions lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.
- c) South half
- d) North half

**ELEVATOR CONSTRUCTORS**

Area 1

Mechanic	<b>31.68</b>	<b>8.06 + a</b>
Helper	<b>22.18</b>	<b>7.80 + a</b>
Probationary	<b>15.84</b>	<b>.43</b>

Area 2

Mechanic	<b>31.85</b>	<b>8.03 + a</b>
Helper	<b>22.29</b>	<b>8.03 + a</b>
Probationary	<b>15.93</b>	<b>.83</b>

- a) Plus 8% of basic hourly rate for employees with more than 5 years of service; 6% of basic hourly rate for 6 months to 5 years of service.

Reference Cities

Area 1

Umatilla  
Wallowa  
Union  
Baker

Area 2

All  
Remaining  
Counties



**OREGON DETERMINATION 2001-02**

TRADE	BASIC HOURLY RATE	FRINGE	TRADE	BASIC HOURLY RATE	FRINGE
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**LABORERS (Continued)**

Group 4

Asphalt Rakers	Motorman-Dinky Locomotive
Guniting Nozzleman	Pipe Layers (all)
Grade Checker	Powdermen
High Scalers, Strippers, Drillers (a)	Pumpcrete Nozzleman
Laser Beam (Tunnel), applicable when employee assigned to move, set up, align laser beam	Shield Operator
Tunnel Powderman	Tunnel Bull Gang (above ground)
Loop Installation	Tunnel Chuck Tenders
	Tunnel Miners
	Tunnel Muckers/Brakeman/Concrete Crew/Bull Gang (underground)

a) Covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping.

Group 5

Clean-up Laborers (building only)\*\*\*  
Demolition, Wrecking & Moving (building only)\*\*\*  
Flagger

\*\*\*Laborers can tear off roofs, clean up or handle roofing material only when at least one new story is added or in demolition work, where no re-roofing will occur.

**LIMITED ENERGY ELECTRICIANS**

May only be used for electrical work not exceeding 100 va in Class II and III installations (as defined in Article 725 of the National Electrical Code):

Area 1	23.25	7.65
Area 2	24.25	6.86
Area 3	19.51	6.34
Area 4	20.26	6.06
Area 5	24.25	7.93
Area 6	20.25	5.61

<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>
Malheur	Baker	Coos
	Gilliam	Curry
	Grant	Lincoln
	Morrow	Douglas (a)

**LIMITED ENERGY ELECTRICIANS (Continued)**

<u>Area 2 (Cont.)</u>	<u>Area 3(Cont.)</u>
Umatilla	Lane (a)
Union	
Wallowa	
Wheeler	

Area 4

Benton  
Crook  
Deschutes  
Jefferson  
Lane (b)  
Linn  
Marion  
Polk  
Yamhill (c)

Area 5

Clackamas  
Clatsop  
Columbia  
Hood River  
Multnomah  
Sherman  
Tillamook  
Wasco  
Washington  
Yamhill (d)

Area 6

Harney  
Jackson  
Josephine  
Klamath  
Lake  
Douglas (b)

- (a) Those portions lying west of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.
- (b) Those portions lying east of a line running North and South from the NE corner of Coos County to the SE corner of Lincoln County.
- (c) South half
- (d) North half

**LINE CONSTRUCTION**

Area 1

Group 1	33.89	8.27
Group 2	30.58	8.14
Group 3	21.39	6.03
Group 4	26.72	6.23
Group 5	23.69	6.12
Group 6	22.31	6.07

Area 2

Cable Splicers	29.27	7.22
Journeyman Lineman	26.52	7.01
Line Equip. Oper.	22.46	6.68
Groundman	16.39	5.14



**OREGON DETERMINATION 2001-02**

**TRADE**                      **BASIC**  
**HOURLY FRINGE**  
**RATE**

**TRADE**                      **BASIC**  
**HOURLY FRINGE**  
**RATE**

**PLUMBERS & STEAMFITTERS/PIPEFITTERS**  
**(Continued)**

and sixty cents (\$151.60) per week or thirty dollars and thirty-two cents (\$30.32) per day worked.

Area 2 (Both)	<b>28.35</b>	<b>11.05</b>
Area 3 (Both)	<b>30.85</b>	<b>10.40</b>

<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>
Baker	Grant (b)	All Remaining
Harney (a)	Morrow	Counties
Malheur	Umatilla	
	Wallowa	
	Union	

- a) Except Northwest Portion
- b) Except Southwest Portion

**POWER EQUIPMENT OPERATORS**

Zone 1 (Base Rate)

Group 1	<b>28.21</b>	<b>8.20</b>
Group 2	<b>27.03</b>	<b>8.20</b>
Group 3	<b>26.31</b>	<b>8.20</b>
Group 4	<b>25.82</b>	<b>8.20</b>
Group 5	<b>25.25</b>	<b>8.20</b>
Group 6	<b>23.01</b>	<b>8.20</b>

**Note:** A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (503) 731-4723

Zone Rates

Zone 2	<b>1.50</b>
Zone 3	<b>3.00</b>

**For the Following Metropolitan Counties:**

Multnomah; Clackamas; Marion; Yamhill;  
Washington and Columbia:

- Zone map for this classification on page 69

**POWER EQUIPMENT OPERATORS (Continued)**

- A) All jobs or projects located in Multnomah, Clackamas and Marion counties, west of the western boundary of Mt. Hood National Forest and west of mile post 30 on Interstate 84 and west of mile post 30 on State Hwy 26 and west of mile post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.
- B) All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.
- C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

**For the Following Cities:**

Albany; Bend; Coos Bay; Eugene; Grants Pass; Klamath Falls; Medford and Roseburg:

- (A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

**ASPHALT**

Group	
6	Plant Oiler
6	Plant Fireman
6	Pugmill Operator ( <i>any type</i> )
6	Truck mounted asphalt spreader, w/screed
4	Screed Operator
5	Extrusion Machine Operator
2	Asphalt Plant Operator ( <i>any type</i> )

**OREGON DETERMINATION 2001-02**

TRADE

BASIC  
HOURLY FRINGE  
RATE

TRADE

BASIC  
HOURLY FRINGE  
RATE

**POWER EQUIPMENT OPERATORS (Cont.)**  
**ASPHALT (Cont.)**

- Group
- 4 Asphalt Paver Operator
  - 5 Roller Operator (*any asphalt mix*)
  - 4 Diesel-Electric Engineer, Plant
  - 5 Asphalt Burner and Reconditioner Operator (*any type*), 84
  - 4 Roto-Mill, pavement profiler, operator, under six (6) ft. lateral cut
  - 5 Roto-Mill, pavement profiler, ground man
  - 2 Roto-Mill, pavement profiler, operator, six (6) ft. lateral cut and over
  - 6 Raker

**CLEARING**

- Group
- 4 Log Skidders
  - 4 Chippers (*Assistant to Engineer if required*)
  - 4 Incinerator (*Assistant to Engineer if required*)
  - 4 Stump Splitter (*loader mounted or similar type*)
  - 4 Stump Grinder (*loader mounted or similar type*)
  - 4 Tub Grinder (*used for wood debris*)
  - 4 Land Clearing Machine (*Track mounted forestry mowing & grinding machine*)
  - 4 Hydo Axe (*loader mounted or similar type*)

**CRANE**

- Group
- 6 Oiler
  - 6 Truck Crane Oiler-Driver
  - 6 Fireman, all equipment
  - 6 A-Frame Truck Operator, single drum
  - 6 Tugger or Coffin Type Hoist Operator
  - 5 Helicopter Hoist Operator
  - 5 Hoist Operator, single drum
  - 5 Elevator Operator
  - 5 A-Frame Truck Operator, double drum
  - 5 Boom Truck Operator
  - 4 Chicago Boom and similar types
  - 4 Lift Slab Machine Operator
  - 4 Boom type lifting device, five (5) ton capacity or less
  - 4 Hoist Operator, two (2) drum
  - 4 Hoist Operator, three (3) or more drums

**POWER EQUIPMENT OPERATORS (Cont.)**  
**CRANE (Cont.)**

- Group
- 4 Derrick Operator, under 100 tons (two operators required when swing control is remote from hoist)
  - 4 Hoist Operator, stiff leg, guy derrick or similar type, fifty (50) ton and over
  - 4 Cableway Operator, up to twenty-five (25) ton
  - 2 Cableway Operator, twenty-five (25) ton and over
  - 4 Bridge Crane Operator, Locomotive, Gantry, Overhead
  - 4 Cherry Picker or similar type crane-hoist, five (5) ton capacity or less
  - 1 Helicopter Operators, when used in erecting work

**HYDRAULIC CRANE OPERATOR**

- Group
- 5 Hydraulic Boom Truck Operator, Pittman
  - 4 Hydraulic Crane Operator, under fifty (50) tons
  - 3 Hydraulic Crane Operator, fifty (50) tons through 89 tons (with luffing or tower attachment takes Group 2 classification)
  - 2 Hydraulic Crane Operator, ninety (90) tons through 199 tons (with luffing or tower attachment takes Group 1 classification)
  - 1 Hydraulic Crane Operator, two hundred (200) tons and over (with luffing or tower attachment shall receive the Group 1 classification plus 5%)

**TOWER/WHIRLY OPERATOR**

- Group
- 2 Tower Crane Operator
  - 2 Whirley Operator, under ninety (90) ton
  - 1 Whirley Operator, ninety (90) ton and over

**LATTICE BOOM CRANE OPERATOR**

- Group
- 4 Lattice Boom Crane Operator, under fifty (50) tons
  - 3 Lattice Boom Crane Operator, fifty (50) tons through 89 tons, (& less than 150 ft. boom)

**OREGON DETERMINATION 2001-02**

TRADE	BASIC HOURLY FRINGE RATE	TRADE	BASIC HOURLY FRINGE RATE
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**POWER EQUIPMENT OPERATORS (Cont.)**  
**LATTICE BOOM CRANE OPERATOR (Cont.)**

- Group
- 2 Lattice Boom Crane Operator, ninety (90) tons through 199 tons, (and/or 150 ft-200 ft boom)
  - 1 Lattice Boom Crane Operator, two hundred (200) tons through 299 tons, (and/or over 200 ft. boom)
  - 1 Lattice Boom Crane Operator, two hundred (200) tons through 299 tons, with over 200 ft. boom shall receive the Group 1 classification rate plus 5%
  - 1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons shall receive Group 1 classification rate plus 5%
  - 1 Lattice Boom Crane Operator, three hundred (300) tons through 399 tons, with over 200 ft. boom shall receive the Group 1 classification rate plus 10%
  - 1 Lattice Boom Crane Operator, four hundred (400) tons and over, shall receive the Group 1 classification rate plus 10%

**DRILLING**

- Group
- 6 Drill Assistant
  - 6 Auger Oiler
  - 5 Churn Drill and Earth Boring Machine Operator
  - 4 Drill Doctor
  - 4 Boring Machine Operator
  - 4 Driller - Percussion, Diamond, Core, Cable, Rotary and similar type
  - 4 Cat Drill (*John Henry*)
  - 4 Directional Drill Operator over 20,000 LBS pullback
  - 5 Directional Drill Operator less than 20,000 LBS pullback
  - 6 Directional Drill Locator

**FLOATING EQUIPMENT**

- Group
- 6 Deckhand
  - 4 Licensed Boatman
  - 6 Boatman
  - 5 Fireman
  - 4 Diesel-Electric Engineer

**POWER EQUIPMENT OPERATORS (Cont.)**  
**FLOATING EQUIPMENT (Cont.)**

- Group
- 4 Jack Operator, elevating barges, Barge Operator, self-unloading
  - 4 Piledriver Operator (*not crane type*)
  - 4 Floating Clamshell, etc. Operator, under 3 cu. yd.
  - 4 Floating Crane (*derrick barge*) Operator, less than 30 ton
  - 2 Floating Clamshell, etc. Operator, 3 cu. yd. and over
  - 2 Floating Crane (*derrick barge*) Operator, 30 ton but less than 150 ton
  - 1 Floating Crane, 150 ton and but less than 250 ton
  - 1 Floating Crane, two hundred fifty (250) ton and over shall receive the Group 1 classification rate plus 5%.
  - 1 Floating Crane, three hundred fifty (350) ton and over shall receive the Group 1 classification rate plus 10%.

**FORK LIFT**

- Group
- 6 Self-Propelled Scaffolding Operator Construction job site (*excluding working platform*)
  - 6 Fork Lift or Lumber Stacker Operator, construction job site
  - 6 Ross Carrier Operator, construction job site
  - 5 Lull Hi-Lift Operator or similar type
  - 5 Fork Lift, over five (5) ton and/or Robotic
  - 3 Rock Hound Operator

**GUARDRAIL EQUIPMENT**

- Group
- 6 Oiler
  - 6 Auger Oiler
  - 6 Oiler, combination guardrail machines
  - 4 Guardrail Punch Operator (*all types*)
  - 6 Guardrail Punch Oiler
  - 4 Guardrail Auger Operator (*all types*)
  - 4 Combination Guardrail machines, i.e. Punch, Auger, etc.



**OREGON DETERMINATION 2001-02**

TRADE

BASIC  
HOURLY FRINGE  
RATE

TRADE

BASIC  
HOURLY FRINGE  
RATE

**POWER EQUIPMENT OPERATORS (Cont.)**  
**SHOVEL, DRAGLINE, CLAMSHELL,**  
**SKOOPER, ETC., OPERATOR (Cont.)**

Group

- 6 Grade Checker
- 6 Fireman
- 4 Diesel-Electric Engineer
- 4 Stationary Drag Scraper Operator
- 4 Shovel, Dragline, Clamshell, Operator under 3 cu. yd.
- 4 Grade-all Operator
- 3 Shovel, Dragline, Clamshell, Operator 3 cu. yds., but less than 5 cu. yds.
- 2 Shovel, Dragline, Clamshell, Operator, 5 cu. yds. and over

**SIGNALMAN**

Group

- 6 Bell Boy, phones, etc., Operator
- 6 Helicopter Radioman (*ground*)

**SURFACING (BASE) MATERIAL**

Group

- 6 Roller Operator, grading of base rock (*not asphalt*)
- 5 Roller Operator, Oiling, C.T.B.
- 6 Tamping Machine Operator, mechanical, self-propelled
- 6 Hydrographic Seeder Machine Operator, straw, pulp or seed
- 5 Rock Spreaders, self-propelled
- 5 Pulva-Mixer or similar types
- 4 Blade Mounted Spreaders, Ulrich and similar types
- 5 Chip Spreading Machine Operator
- 5 Lime Spreading Operator, construction job site

**TRENCHING MACHINE**

Group

- 6 Oiler
- 6 Grade Oiler
- 5 Trenching Machine Operator, maximum digging capacity 3 ft. depth
- 4 Trenching Machine Operator, maximum digging capacity over 3 ft. depth

**POWER EQUIPMENT OPERATORS (Cont.)**  
**TRENCHING MACHINE**

Group

- 4 Back Filling Machine Operator
- 2 Wheel Excavator, under 750 cu. yds. Per hour
- 2 Canal Trimmer
- 2 Wheel Excavator, over 750 cu. yds. per hour
- 2 Band Wagon (*in conjunction with wheel excavator*)

**TUNNEL**

Group

- 4 Mucking Machine Operator
- 6 Dinkey
- 6 Conveyor Operator (*any type*)
- 4 Shield Operator
- 6 Air Filtration Equipment Operator

**UNDERWATER EQUIPMENT**

Group

- 2 Underwater Equipment Operator, remote or otherwise, when used in construction work

**ROOFERS**

		<u>Area 1</u>	
Roofers		22.65	6.05
Handling coal tar pitch		24.92	6.05
Remove fiberglass Insulation		24.92	6.05
Clackamas Tillamook	Clatsop Washington	Columbia	Multnomah
		<u>Area 2 (a)*</u>	
Roofers		18.00	6.87
Douglas	Marion	Polk	Yamhill
		<u>Area 2 (b)*</u>	
Roofers		17.00	6.87
Benton	Lane	Lincoln	Linn

**OREGON DETERMINATION 2001-02**

TRADE	BASIC HOURLY FRINGE RATE	TRADE	BASIC HOURLY FRINGE RATE
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**ROOFERS (Continued)**

\* Add \$2.00 to basic hourly rate for application, spudding and cutting or removal of coal tar products.

\* Add \$0.50 per hour to base hourly rate for application, spudding and cutting or removal of fiberglass insulation.

**SHEET METAL WORKERS**

**Area 1                      26.53              10.93**

Add \$1.00 to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add \$1.00 to base rate for work with lead or installing material in a plant that uses lead in any form to manufacture a product (excluding soldering).

Add \$1.00 to base rate for work performed in a confined space as defined by OSHA.

**Area 2                      21.71              8.25**

Add \$1.75 to base rate for work performed whenever it is possible for worker to fall 30 ft. or more.

Add \$1.75 to base rate for work performed in an area where epoxy resins or other injurious chemicals are being applied.

**Area 3                      25.43              9.88**

Add \$1.00 to base rate for work where it is necessary to wear a chemically activated face mask.

Add \$1.00 to base rate for work where employees are required to wear a fresh air mask due to nuclear related work.

Add \$0.45 to base rate for work on a swinging stage, swinging scaffold or bosun chair in excess of 30 feet above the ground.

**Area 4 and Area 5              24.24              9.50**

**SHEET METAL WORKERS (Continued)**

Area 1	Area 2	Area 3	Area 4	Area 5
Clackamas Gilliam Grant Multnomah Washington Wheeler	Baker	Morrow Umatilla Union Wallowa	Douglas Lane	Coos Curry

**SPRINKLER FITTERS    26.65              8.80**

**TENDERS TO MASON TRADES  
22.24              8.15**

Tenders to Bricklayers and Stone Masons, Mortar Mixers

Add \$0.50 to base rate for refractory work.

Add to base rate an amount equal to that received for safety belt requirements or other unusual job conditions by the mechanic this worker is tending.

**TENDERS TO PLASTERERS  
20.99              8.15**

**TILE SETTER/TERRAZZO WORKERS  
23.65              7.63**

This trade is tended by "Tile, Terrazzo, Brick & Marble Finishers."

Add \$0.50 to base rate if safety belt required by State safety regulations.

Add \$1.00 to base rate if work involves epoxy, fumane, alkox acetylene black grouting or waterproof membrane.

**TILE, TERRAZZO, BRICK & MARBLE FINISHERS  
17.75              5.87**

Assists Tile Setter, Bricklayers, Marble Masons and Terrazzo Workers by striking, sawing, cleaning, washing or grouting. Does not lay or set any material.

OREGON DETERMINATION 2001-02

TRADE

BASIC  
HOURLY FRINGE  
RATE

TRADE

BASIC  
HOURLY FRINGE  
RATE

**TILE, TERRAZZO, BRICK & MARBLE**  
**FINISHERS** (Continued)

Add \$.050 to base rate if safety belt required by State safety regulations.

Add \$1.00 to base rate if work involves epoxy, furnane, alkor acetylene black grouting or waterproof membrane.

Add \$0.75 to fringe for refractory repair work.

PRIME CONTRACTOR   
 SUBCONTRACTOR

Check one: FIRST  90 DAY  LAST

Business Name (DBA): \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_ Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Type of Work: \_\_\_\_\_

Street Address: \_\_\_\_\_ Project Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Project County: \_\_\_\_\_

Date Pay Period Began: \_\_\_\_\_ Date Pay Period Ended: \_\_\_\_\_

**THIS SECTION FOR PRIME CONTRACTORS ONLY**  
 Public Contracting Agency Name: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_  
 Date Contract Specifications First Advertised For Bid: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_

**THIS SECTION FOR SUBCONTRACTORS ONLY**  
 Subcontract Amount: \_\_\_\_\_  
 Prime Contractor Business Name (DBA): \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_  
 Date You Began Work On The Project: \_\_\_\_\_

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
NAME AND ADDRESS OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)	OT	HOURS WORKED EACH DAY							TOTAL HOURS	BASIC HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
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THIS FORM CONTINUED ON REVERSE

(1)	(2)	(3) DAY AND DATE							(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME AND ADDRESS OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)	HOURS WORKED EACH DAY							TOTAL HOURS	BASIC HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTIONS FICA, FED, STATE, ETC.	NET WAGES PAID FOR WEEK	HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY, PLAN, FUND OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
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**CERTIFIED STATEMENT**

I, \_\_\_\_\_ DO HEREBY STATE:  
 (NAME OF SIGNATORY PARTY) (TITLE)

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY: \_\_\_\_\_ ON THE \_\_\_\_\_  
 (CONTRACTOR, SUBCONTRACTOR OR SURETY) (BUILDING OR WORK)  
 THAT DURING THE PAYROLL PERIOD COMMENCING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, AND ENDING THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
 (MONTH) (YEAR) (MONTH) (YEAR)

ALL PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATES HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY TO OR ON BEHALF OF SAID \_\_\_\_\_ FROM THE FULL WEEKLY WAGES EARNED BY ANY PERSON, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER DIRECTLY OR INDIRECTLY FROM THE FULL WAGES EARNED BY ANY PERSON, OTHER THAN PERMISSIBLE DEDUCTIONS AS SPECIFIED IN ORS 652.610, AND DESCRIBED AS FOLLOWS:

(2) THAT ANY PAYROLLS OTHERWISE UNDER THIS CONTRACT REQUIRED TO BE SUBMITTED FOR THE ABOVE PERIOD ARE CORRECT AND COMPLETE; THAT THE WAGE RATES FOR WORKERS CONTAINED THEREIN ARE NOT LESS THAN THE APPLICABLE WAGE RATES CONTAINED IN ANY WAGE DETERMINATION INCORPORATED IN THE CONTRACT; THAT THE CLASSIFICATION SET FORTH THEREIN FOR EACH WORKER CONFORMS WITH WORK PERFORMED.

(3) THAT ANY APPRENTICES EMPLOYED IN THE ABOVE PERIOD ARE DULY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR, OR IF NO SUCH RECOGNIZED AGENCY EXISTS IN A STATE, ARE REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE.

\_\_\_\_\_  
 NAME AND TITLE SIGNATURE

**NOTE TO CONTRACTORS:** YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT. SEE THE BOLI PUBLICATION PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON FOR INSTRUCTIONS ON COMPLETING THIS FORM.



## BUREAU OF LABOR AND INDUSTRIES PREVAILING WAGE RATE UNIT

### INSTRUCTIONS FOR COMPLETING THE PREVAILING WAGE RATE PAYROLL/CERTIFIED STATEMENT FORM

This form may be used by contractors for reporting their payroll as required by ORS 279.354 on public works projects subject to the Prevailing Wage Rate Law. The form contains a certified statement that is required to be signed by the contractor, certifying the accuracy of the information reported on the payroll, including representations pertaining to the provision of fringe benefits to employees by third parties. Contractors are not required to use this form in reporting their payroll, however, the contractor must provide all of the information contained in the form, and the certified statement must be signed and submitted with the contractor's payroll. Detailed instructions concerning the preparation of the form follow:

Complete the box at the top of the form. Check either the prime contractor or subcontractor box, and indicate whether the payroll report is the first, a 90-day, or last submission. Be sure to enter the date the contract was first advertised for bid. If you are not sure of this date, contact the Public Contracting Agency.

**Column 1 – NAME AND ADDRESS OF EMPLOYEE:** The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the first payroll submitted. (The address need not be shown on subsequent payrolls submitted unless the address changes.)

**Column 2 – TRADE CLASSIFICATIONS:** List the classification found in the Bureau of Labor and Industries' publication "Prevailing Wage Rates for Public Works Contracts in Oregon," that is most descriptive of the work actually performed by the employee. Give the group number for those worker classifications that include such information. Consult the worker classifications and minimum prevailing wage rate schedule set forth in the contract specifications. Use the appropriate prevailing wage rates in effect at the time the contract was first advertised for bid for information regarding trade classifications, basic hourly rates, and hourly fringe benefits. Indicate which workers are apprentices, if any, and give their current percentage, trade classification, and group number when applicable. If an employee works in more than one worker classification, use the highest rate for all hours worked, or use separate line entries to show hours worked, rate of pay, and fringe benefit for each classification.

**Column 3 – DAY AND DATE:** Enter the day of the week (M, T, W, Th, F, S, Sn) in the top row of boxes, and the corresponding date below.

**HOURS WORKED EACH DAY:** Enter the total number of "straight time" hours worked in the row marked "S." Hours worked over 8 in a day or work performed on Saturdays, Sundays, and legal holidays should be entered as overtime ("OT") hours worked. Contractors who have adopted a written work schedule of four consecutive ten-hour days, Monday through Thursday or Tuesday through Friday may enter hours worked over 10 in a day as overtime hours.

**Column 4 – TOTAL HOURS:** Enter separately the total number of straight time and overtime hours worked by each listed employee and classification during this pay period. The total number of straight time hours worked should be entered in the lower box ("S"); the total number of overtime hours worked should be entered in the top box ("OT").

**Column 5 – BASIC HOURLY RATE OF PAY:** Enter the basic hourly rate and the overtime hourly rate (if any) paid the employee in the appropriate straight time and overtime boxes. (Payment of not less than one and one half times the basic or regular rate of pay, not including fringe benefits, is required to be paid in overtime pursuant to ORS 279.334.)

**Column 6 - HOURLY FRINGE BENEFIT AMOUNT PAID AS WAGES TO THE EMPLOYEE:** Enter any additional cash paid directly to the employee in lieu of fringe benefits. (It is not necessary to pay time and a half for overtime work on those wages that are paid in lieu of fringe benefits.)

**Column 7 – GROSS AMOUNT EARNED:** Enter the gross amount of wages earned by and paid to the worker in each classification for all listed straight time and overtime hours, and including any additional amounts paid directly to the employee.

**Column 8 – TOTAL DEDUCTIONS, FICA, FED, STATE, ETC.:** Enter the total amount of deductions withheld from the wages of each employee for only those hours reported on this payroll/certific statement for this project. (All deductions must be in accordance with the provisions of ORS 652.610.)

**Column 9 – NET WAGES PAID FOR WEEK:** Enter the total amount of net wages actually paid to the employee after subtracting the total deductions reported in Column 8 from the gross amount earned shown in Column 7.

**Column 10 – HOURLY FRINGE BENEFITS PAID TO BENEFIT PARTY PLAN, FUND OR PROGRAM:** Enter the hourly amount of fringe benefits paid to each individually approved party, plan, fund or program for each employee. List these amounts separately on the lines provided. Any contractor who is making payments to approved parties, plans, funds or programs in amounts less than the required hourly fringe benefit is obligated to pay the difference directly to the employee as wages in lieu of fringe benefits, and to show that amount in Column 6 of this form.

**Column 11 – NAME OF BENEFIT PARTY, PLAN, FUND OR PROGRAM:** Enter the name of the party, plan, fund or program that corresponds to the amount paid as an hourly fringe benefit in Column 10.

#### CALCULATION CHECK

In order to determine whether the wages and fringe benefits paid are sufficient to meet prevailing wage rate requirements, the following check may be performed:

1. For each trade classification listed in Column 2, compute the sum of:
  - a) the Basic Hourly Rate of Pay (Column 5),
  - b) the Hourly Fringe Benefit Amount Paid as Wages to Employee (Column 6),
  - c) and the Hourly Fringe Benefits Paid To Benefit Party, Plan, Fund or Program (Column 10).
2. This sum must equal or exceed the total of the Basic Hourly Rate (including zone pay and special wage differentials, if any) and the Fringe Benefit Amount as they are listed for the corresponding trade classifications in the appropriate issue of the Bureau of Labor and Industries publication Prevailing Wage Rates for Public Works Contracts in Oregon.

IF YOU HAVE QUESTIONS REGARDING COMPLETION OF THIS FORM, CONTACT THE PREVAILING WAGE RATE UNIT OF THE BUREAU OF LABOR AND INDUSTRIES AT (503) 731-4723.

**NOTE: PAYROLL/CERTIFIED STATEMENTS ARE REQUIRED TO BE SUBMITTED TO THE CONTRACTING AGENCY ONLY.**

SPECIFICATIONS  
DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010  
SUMMARY OF WORK

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. The work includes but is not limited to:

Dredging Berths 204, 205, and 206 at Terminal 2, and Berth 501 and the barge slip at Terminal 5; transporting barges to and from the Port's disposal operations site at Terminal 6; and segregating debris during dredging and disposing of debris at a permitted upland disposal site.

- B. See the contract documents for wage rate and fee requirements.

**1.2 UNEXPECTED HAZARDOUS OR ENVIRONMENTALLY SENSITIVE SITE CONDITIONS**

- A. If the Contractor encounters suspected hazardous or environmentally sensitive conditions in the work area beyond those mentioned in these specifications or the drawings, the Contractor shall immediately stop all work in the area of the suspected condition and notify the Engineer.

- B. The Engineer will make arrangements for testing and appropriate abatement, if required.

**1.3 RELEASE OF PETROLEUM PRODUCTS, PAINT, AND OTHER CONTAMINANTS**

- A. Protect against the entry of petroleum products, paint, and other contaminants into a waterway (including river, stream, slough, wetland, etc.), storm sewer, sanitary sewer, or other drainage system or onto a land area.

- B. In the event of a spill, immediately contain and remove the spilled material.

- C. Notify the Engineer immediately if a spill occurs or if contamination is discovered which indicates a release of petroleum products, paint, or other contaminants to the environment.

- D. Indemnify the Port from loss or expense as a result of such spill for which the Contractor is responsible.

**1.4 DISPOSAL**

- A. Dispose of waste material off Port property and in accordance with applicable state, federal, and local regulations.

- B. Burning, burying, or disposing of waste material within Port property is not permitted.

- C. Disposal of dredged material debris shall be in accordance with Section 02842.

**1.5 LAYOUT OF WORK**

- A. Survey work performed under this contract shall be performed under the direct supervision of an Oregon registered professional land surveyor.

- B. Lay out the work from reference points shown on the drawings and be responsible for measurements connected therewith.
- C. The Port will measure for pay quantities by using pre- and post-bathymetric surveys.
- D. Elevations on the drawings are based on Columbia River Datum (CRD). Negative numbers indicate feet below elevation zero (0').

1.6 INSPECTION OF WORK AREA

- A. Examine the work area and become satisfied as to the conditions of the work involved and the quantities of materials required for the performance of the work.

1.7 VERIFICATION OF MEASUREMENTS

- A. Verify elevations and measurements and report discrepancies to the Engineer before proceeding with the work. The Contractor will not receive extra compensation for verification of measurements or for labor or material expended on account of such differences.

1.8 PROGRESS MEETINGS

- A. Regularly scheduled job meetings may be held between the Contractor and the Engineer. The Contractor's representative at job meetings shall be the person directly responsible for the work. The time and place of the meetings will be established by the Engineer.
- B. Other unscheduled meetings may be required to resolve specific issues at the work area.

END OF SECTION

SECTION 01025  
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 INCIDENTAL WORK

- A. Consider work not listed, but necessary to complete the work, as incidental. Each bid item has incidental work associated with it. Some of the incidentals are identified. However, the list is not complete. This does not relieve the Contractor from the responsibility for completing the incidental work. Incidental work includes, but is not limited to, separating and disposing of debris, rigging, lifting, towing, anchoring, mooring, and other miscellaneous dredging operational tasks, as specified.

1.2 BID ITEMS

- A. Payment constitutes total compensation for furnishing materials; for preparation of these materials; and for labor, equipment, tools and incidentals necessary to complete the work as specified and shown on the drawings. Measurement will not include unauthorized work performed beyond the design limits. Repair any damage caused during the course of the work at no added cost to the Port. The method of measurement and the basis of payment for bid items will be as follows.

BID ITEMS

1 MOBILIZATION, SURVEYING, CLEANUP, AND DEMOBILIZATION - L.S.

- A. Payment will be made at the contract lump sum price for initial and interim mobilizations and demobilizations of personnel, equipment, supplies, offices and other facilities necessary for the work; surveying; and cleanup. The price includes premium on bonds and insurance and other costs which are incurred before beginning the work. The mobilization price also includes stand-by time for the Port's post-dredge survey and evaluation.

2 DREDGING OF MATERIAL AT TERMINAL 2, BERTHS 204 AND 205 - C.Y.

- A. Pay quantity will be the number of cubic yards of material dredged from Berths 204 and 205 between the existing river bottom (as shown on the pre-dredge survey), and elevation -36 feet CRD (as shown on the dredge profile), plus the number of cubic yards of material dredged in 1 foot of over-dredging within the plus zero and minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -37 feet CRD.
- B. The contract unit price includes transporting the barge containing dredged material to the Port's upland disposal containment site moorings, where the Port will off-load dredged material, and retrieving the empty barge after off-loading is complete.
- C. The Contractor shall remove all "high spots" above elevation -36 feet CRD that are discovered during the post-dredge survey evaluation.
- D. Payment will be made at the contract unit price per cubic yard.
- E. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances, and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge

survey will be taken within 30 days prior to the final Notice to Proceed for dredging work. The post-dredge survey will be taken within two days of the Contractor's notification of completion of work to the Port.

3  
4

**DREDGING OF MATERIAL AT TERMINAL 2, BERTH 206 - C.Y.  
DREDGING OF MATERIAL AT TERMINAL 5, BERTH 501 - C.Y.**

- A. Pay quantity will be the number of cubic yards of material dredged from Berth 206 and Berth 501 between the existing river bottom (as shown on the pre-dredge survey), and elevation -41 feet CRD (as shown on the dredge profile), plus the number of cubic yards of material dredged in 1 foot of over-dredging within the plus zero and minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -42 feet CRD.
- B. The contract unit price includes transporting the barge containing dredged material to the Port's upland disposal containment site moorings, where the Port will off-load dredged material, and retrieving the empty barge after off-loading is complete.
- C. The Contractor shall remove all "high spots" above elevation -41 feet CRD that are discovered during the post-dredge survey evaluation.
- D. Payment will be made at the contract unit price per cubic yard.
- E. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances, and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within 30 days prior to the final Notice to Proceed for dredging work. The post-dredge survey will be taken within two days of the Contractor's notification of completion of work to the Port.

5

**DREDGING OF MATERIAL AT TERMINAL 5, BARGE SLIP - C.Y.**

- A. Pay quantity will be the number of cubic yards of material dredged from the Terminal 5 barge slip between the existing river bottom (as shown on the pre-dredge survey), and elevation -16 feet CRD (as shown on the dredge profile), plus the number of cubic yards of material dredged in 1 foot of over-dredging within the plus zero and minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -17 feet CRD.
- B. The contract unit price includes transporting the barge containing dredged material to the Port's upland disposal containment site moorings, where the Port will off-load dredged material, and retrieving the empty barge after off-loading is complete.
- C. The Contractor shall remove all "high spots" above elevation -16 feet CRD that are discovered during the post-dredge survey evaluation.
- D. Payment will be made at the contract unit price per cubic yard.
- E. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances, and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within 30 days prior to the final Notice to Proceed for dredging work. The post-dredge survey will be taken within two days of the Contractor's notification of completion of work to the Port.

6

SEGREGATION AND DISPOSAL OF DEBRIS - L.S.

- A. Payment will be made at the contract lump sum price for segregation and disposal by the Contractor of any dredging debris (that is 12 inches or larger) including, but not limited to, stumps, logs, wood, strapping, cable, chains, boulders or other oversize material at an approved upland disposal site. The price also includes the cost for removable screens over material barge cells for the screening of dredged material.

END OF SECTION.

SECTION 01040  
COORDINATION

**PART 1 - GENERAL**

**1.1 PORT TENANTS**

- A. Coordinate work affecting Port tenants through the Engineer. Special attention shall be given to avoid interfering with tenant operations.
- B. Some of the Contractor's work may need to be scheduled around tenant activities, or done on swing or graveyard shifts, or weekends and holidays.

**1.2 SHIP SCHEDULES**

- A. Ship arrivals and departures occur 7 days a week. The Contractor will be given 8 hours' notice of ship ETA. When a ship arrives, the Contractor shall move all equipment to another dredging location or to the staging area.

- B. Typical Ship Schedule for Terminal 2:

**TERMINAL 2 BERTH OCCUPANCY SCHEDULE**

		BERTH 204	BERTH 205	BERTH 206
Monday	AM	Vessel on berth	Vessel on berth	
	PM	Vessel on berth	Vessel on berth	
Tuesday	AM			Vessel on berth
	PM			Vessel on berth
Wednesday	AM			
	PM			
Thursday	AM	Vessel on berth		
	PM	Vessel on berth		
Friday	AM			Vessel on berth
	PM			Vessel on berth
Saturday	AM		Vessel on berth	
	PM		Vessel on berth	
Sunday	AM			
	PM			

- 1. A vessel will usually occupy all or most of a given berth.
- 2. The schedule shown above is typical, but cannot be guaranteed by the Port. Variations occur regularly, and the Contractor shall anticipate frequent relocations during a normal work week.

3. Ship schedules are fluid and may change without notice.
4. Typically, there is at least 8-12 hours notice (on occasion, for an otherwise unscheduled vessel, early arrival notice has been as short as 30 minutes) prior to a ship arriving.

C. Typical Ship Schedule for Terminal 5:

**TERMINAL 5 BERTH OCCUPANCY SCHEDULE**

		BERTH 501	BARGE SLIP
Monday	AM	Vessel on berth	Barge(s) on berth
	PM	Vessel on berth	Barge(s) on berth
Tuesday	AM	Vessel on berth	Barge(s) on berth
	PM	Vessel on berth	Barge(s) on berth
Wednesday	AM	Vessel on berth	Barge(s) on berth
	PM	Vessel on berth	Barge(s) on berth
Thursday	AM	Vessel on berth	Barge(s) on berth
	PM	Vessel on berth	Barge(s) on berth
Friday	AM	Vessel on berth	Barge(s) on berth
	PM	Vessel on berth	Barge(s) on berth
Saturday	AM	Vessel on berth	Barge(s) on berth
	PM	Vessel on berth	Barge(s) on berth
Sunday	AM	Vessel on berth	Barge(s) on berth
	PM	Vessel on berth	Barge(s) on berth

1. A vessel will usually occupy all or most of a given berth. Barges occupy a much smaller portion of a berth than a vessel, but more than one barge may be spotted on berth at a time.
2. Berth 501 will be heavily used during the dredging window. The upstream (Area 1) and downstream (Area 3) dredging areas will be available to the Contractor for dredging work while a ship is on Berth 501. The Berth 501 central dredging area shall be dredged between ship calls.
  - a. Berth availability average for the previous year was two nonconsecutive days per week between ship calls.
3. The barge slip will be heavily used but will be made available for dredging work.
4. The schedule shown above is typical, but cannot be guaranteed by the Port. Variations occur regularly, and the Contractor shall anticipate frequent relocations during a normal work week.
5. Ship schedules are fluid and may change without notice.

6. Typically, there is at least 8-12 hours notice (on occasion, for an otherwise unscheduled vessel, early arrival notice has been as short as 30 minutes) prior to a ship arriving.

1.3 BARGE DELIVERIES

- A. Barges delivered to the Port before 7 a.m. on a weekday (Monday through Friday) will be available for pick-up by the Contractor no later than 8 p.m. that same day. Barges with a 2,500 cubic yard capacity or less that are delivered to the Port between 7 a.m. and 5 p.m. on a weekday will be available for pick-up by the Contractor no more than 30 hours after delivery.
- B. Sundays and official holidays will not be factored in as turnaround time for the Port.

1.4 OTHER CONTRACTORS

- A. The Port reserves the right to award other contracts for work in the vicinity of work covered by this contract.
- B. Contemplate in planning and work scheduling the following activities which will be in progress in the vicinity during the time of this contract:
  1. Water Quality Management – Monitoring
- C. The various contractors and the Engineer will mutually establish a schedule of construction for the use of common work areas.

1.5 CONTRACTOR'S COORDINATION

- A. The Contractor is responsible for overall coordination of the work.

END OF SECTION

SECTION 01300  
SUBMITTALS

PART 1 - GENERAL

1.1 SUBMITTAL FORM

- A. All submittals shall be accompanied by the Port's General Submittal Transmittal Form.

1.2 NOTIFICATION TO ENGINEER

- A. Notify the Engineer at least 48 hours before intent to commence work. Do not start work until authorized to do so by the Engineer.

1.3 DREDGING LAYOUT DRAWINGS

- A. At the start of the work, the Port will provide the Contractor with a full size set of drawings for use in recording revisions that develop during dredging.

- B. The Contractor shall maintain the drawings accurately during dredging and make them available to the Engineer as requested.

1. Mark up drawings with red pencil or pen to indicate exactly where an installation varies from the original contract. Items to be marked include, but are not limited to:

a. Dimensional changes.

b. Revisions to details.

- C. Include change order or RFI numbers if applicable.

- D. Submit the revised drawings upon completion of the work.

1.4 OTHER SUBMITTALS

- A. Other submittals include but are not limited to:

Section	01400	1.1
	01700	1.1
	02842	3.4, 3.5, 3.6

END OF SECTION

# GENERAL SUBMITTAL TRANSMITTAL FORM

Please fill in all information as completely as possible. One "submittal type" per form. Highlighted areas are information necessary for documents sent to the Technical Reference Center.

Submittal Type: <input checked="" type="checkbox"/> One <input type="checkbox"/> Material Description <input type="checkbox"/> Shop Drawing <input type="checkbox"/> O&M Manual <input type="checkbox"/> Specification <input type="checkbox"/> Calculations <input type="checkbox"/> Warranty <input type="checkbox"/> Change Order <input type="checkbox"/> Other _____	Submittal No.	Port Project Name	Port Project No.	Port EAN	<b>Port of Portland</b>	
	Submitted By (name of person)		General Contractor			Contractor Job No.
	Port Drawing Reference		Sub-Contractor			
	Drawing No.	Sheet No.	Router			Primary Consultant

Transmittal Review Routing ("From" > "To")	Copies	Attention (destination name)	Date Sent	Date Rec'd	Date Due
Contractor > Port Const.					
Port Const. > Consultant					
Consultant > Sub-Consultant					
Sub-Consultant > Consultant					
Port Const. > Port Engineering					
Consultant > Port Const.					
Port Engineering > Port Const.					
Port Const. > Contractor					
Port Const. > TRC	1	TRC Specialist			

Specification Reference		Submittal Title or Description	Review Action			
Section No.	Paragraph No.		A	B	C	D

<b>CONTRACTOR/CONSULTANT NOTES</b>  _____ _____ _____ _____	<b>TRC USE ONLY</b>	<b>PORT NOTES:</b>  _____ _____ _____	<b>SUBJECT TO ALL CONTRACT REQUIREMENTS:</b> A = PROCEED. B = CORRECT AS NOTED & PROCEED. C = REVISE & RESUBMIT. D = FOR INFORMATION ONLY. NO PORT REVIEW REQUIRED.
	Date Rec'd at TRC:		
	Index No.:		
	Document Quality:		
	OK    Resubmit		

SECTION 01400  
QUALITY CONTROL

PART 1 - GENERAL

1.1 INSPECTION AND TESTING

- A. No work shall commence or be covered until approved by the Engineer.
- B. Unless otherwise specified, acceptance tests called for in the specifications or deemed necessary by the Engineer will be performed by the Port or its authorized representative.
- C. Prior to initiating acceptance testing by the Engineer, it shall be the responsibility of the Contractor to provide check testing to monitor construction methods and progress to assure work acceptability. Include "check" testing costs in the price(s) bid; no separate payment will be made for this work.
- D. Acceptance testing by the Engineer will be initiated by the Contractor's request for approval. The Engineer will have the right to perform testing at any time prior to acceptance testing.
- E. Acceptance testing by the Engineer may include, but is not limited to, line, depth, underwater slopes, tolerances, and location, or as otherwise required.
- F. Results of the Engineer's hydrographic survey and testing for acceptability will be made known to the Contractor as soon as practical. However, it remains the responsibility of the Contractor to obtain the specified requirements at all times; any delay in advising the Contractor of test results shall not act as a waiver of this responsibility.
- G. Hydrographic survey and tests for acceptance which fail to meet the specified requirements may be retested/resurveyed by the Port after remedial action. The cost of retesting and additional hydrographic surveys will be withheld from progress payments to the Contractor.
- H. Submit, for approval or testing by the Engineer whenever requested, samples of dredged material as directed. The Engineer may take random samples of dredged material from the barges.

END OF SECTION

**SECTION 01500  
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1 - GENERAL**

**1.1 TEMPORARY UTILITIES**

- A. Make arrangements for obtaining temporary water, electric power, telephone, and other services.**
- B. Maintain temporary facilities in a safe and proper manner and completely remove from the site prior to final acceptance.**
- C. Provide labor and equipment for temporary lines and services at no added cost to the Port.**

**1.2 EXISTING UTILITIES**

- A. Protect existing utilities, and other public and private facilities and improvements which are to remain in place, from damage in the course of the work.**
- B. Repair damages that result from execution of the work at no cost to the Port. Repairs shall be subject to approval of the Engineer.**

**1.3 SANITARY FACILITIES**

- A. Provide and maintain sanitary facilities which meet the requirements of applicable state and local health regulations.**

**1.4 FIRE PROTECTION AND PERMITS**

- A. Provide adequate fire fighting equipment to contain an equipment fire. Make available and accessible in the work area.**

**1.5 STAGING, PARKING, AND WORK AREA**

- A. Access to and from staging, parking, and work areas shall be as shown on the drawings or as directed by the Engineer.**

**1.6 STORAGE AND PROTECTION OF MATERIAL AND EQUIPMENT**

- A. The Engineer will designate the area in which the Contractor may store material and equipment.**
- B. Store material and equipment within the staging area.**
- C. Protect materials and equipment from damage, pilfering, etc., and fully relieve the Port of this responsibility.**
- D. Upon completion of the work, remove unused materials and equipment and restore the area to original condition.**

**1.7 HARD HATS AND SAFETY VESTS**

- A. Wear hard hats and safety vests in the work area. The safety vests shall be of the fluorescent orange type.**

**END OF SECTION**

LDS

SECTION 01700  
CONTRACT CLOSEOUT

ART 1 - GENERAL

1 AS-CONSTRUCTED DRAWINGS

- A. Upon completion of the work, and as a requirement of final acceptance, submit to the Engineer a drawing set showing all as-constructed changes and information.
- B. See Section 01300, Submittals, for requirements.

2 CLEANUP

- A. All dredging debris shall be cleaned up from terminal work areas and disposed of in an approved disposal site off Port property.

END OF SECTION

DIVISION 2 – SITE CONSTRUCTION

SECTION 02842  
DREDGING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section describes dredging, transportation, and staging dredge material barges at the Port disposal site moorings for Port discharge of material to an upland disposal site. The Contractor shall segregate and dispose of dredging debris at an upland disposal site approved by the Engineer.

1.2 PERMITS

- A. See the Supplementary Conditions.

1.3 SOUNDINGS

- A. Soundings of the work area are shown on the drawings.
  - 1. Soundings for Terminal 2 were obtained on May 5, 2001.
  - 2. Soundings for Terminal 5 were obtained on June 4, 2001.
- B. Pre-dredge soundings will be taken by the Port no more than 30 days prior to Notice to Proceed with this dredging contract.
- C. Post-dredge soundings will be taken by the Port after dredging is completed. Additional post-dredge soundings to confirm the Contractor's remedial work will be performed at the Contractor's expense, and will be withheld from final payment.
- D. The vertical datum used in this project shall be Columbia River Datum (CRD) at each locality.
- E. The Port will supply a gauge set on the CRD datum at or near the work site.

PART 2 - PRODUCTS

2.1 DREDGED MATERIAL

- A. Dredged material includes all material excavated between the existing river bottom and the dredge profiles shown on the drawings, within the tolerances noted, regardless of type, nature, or condition encountered. Dredged material is everything except for debris.

2.2 DEBRIS

- A. Debris includes, but is not limited to, material such as stumps, logs, wood, tires, strapping, cable, chain, etc., that is larger than 12 inches in any straight dimension.

- B. The Contractor shall provide screens on material barges to remove debris to meet the maximum size requirement.
  - 1. Screens shall be removed prior to full barge delivery to the Port for off-loading of material.

## 2.3 HYDROSURVEY

- A. All hydrosurvey methods and means for verifying dredged depths shall be by electronic means, calibrated to project datum, prior to the beginning of the project with the Port's surveyor.
- B. Lead-line hydrosurvey check testing is not acceptable and will not be considered as an acceptable means for determining dredged depth. Calibrated electronic means to verify dredged depths shall be the only method considered as acceptable.

## PART 3 - EXECUTION

### 3.1 EQUIPMENT

- A. Dredging shall be by "clamshell" bucket. Material shall be placed in barges.
  - 1. Clamshell buckets shall have straight closing edges for full closure without leakage.
  - 2. The Contractor shall calibrate and mark cables and lift lines at 1 foot intervals to visually check depth of bucket.
  - 3. Clamshell buckets shall have sides which prevent material from falling out when being lifted from the water to the material barge.
- B. Barges shall be bottom-dumping, split-hull, or bin type. Barges shall have a minimum containment capacity of 1,000 cubic yards.
  - 1. Bottom gates on dump scows shall be sandbagged to prevent material from re-entering the waterway, and shall be steel-plated over the sand bags. Geotextile fabric shall be positioned between the sand and the steel plate. Geotextile fabric shall be secured so that the Port's submersible pump, while landing on the steel plate during off-loading operations, will not pull the fabric out from under the plate and jam the pump.
  - 2. All barges will be emptied by the Port except for approximately 2 to 3 feet of water/material in the barge. This is the limit of the Port's submersible pump operational range. On final delivery, barge will be cleaned by the Port to the extent that the bottom of the bin or cell is visible. The Contractor is responsible for disposal of the sand and geotextile material, if dump scows are used.
  - 3. Bin barges shall have mid and quarter ship transverse full width and height structural steel bulkheads. The Contractor shall have the bin barge certified by a naval architect, certifying that the barge for the containment capacity is stable while loading, transporting, and off-loading dredged material. Bin barge side walls and bulkheads shall be watertight and capable of containing and preventing dredged material from leaving the barge as a result of trim or list movements.

4. The Contractor shall leave 1 foot of freeboard inside the material barge cells or holds above the dredged material. The 1 foot of freeboard is required for Port off-loading operations.
  5. Screens furnished by the Contractor for removing debris at the time dredged material is being put into the barge cells, shall be removed or relocated on the material barge so that full access to and around the full perimeter of the cell is achievable by the Port's submersible pump.
- C. The Contractor shall transport, deliver, and moor the dredged material barge at the site location of the Port's material disposal site.
1. The Port will off-load dredged material from the Contractor's barge with a submersible pump.
    - a. Only one barge at a time shall be delivered to the Port. No barge shall be delivered to the Port until the previous barge has off-loaded and been picked up by the Contractor. Barge disposal times will not overlap.

### 3.2 DREDGING

- A. Dredging shall be accomplished in the designated areas and to the depths indicated on the drawings, or as directed by the Engineer.
- B. Dredging shall include excavation of material to the dredge limits, depth, lines, and grade as shown on the drawings. Dredging shall begin inshore and proceed toward offshore. The Contractor shall attain full grade at each location prior to moving to a new location.
- C. Dredging tolerances are +1 foot and -1 foot from the maximum pay depth at Terminal 2, Berths 204, 205, and 206, and Terminal 5, Berth 501 and the barge slip.
- D. Side slopes shall not be steeper than slopes as shown on the drawings.
- E. The Contractor shall monitor his dredge work throughout the course of work for depth, slopes, location, and tolerances and shall be responsible for all damages due to over-depth dredging or dredging outside the given limits for dredging.
- F. The entire bottom shall be thoroughly swept with the "clamshell" to ensure dredge depth tolerance has been attained. Any obstructions found above the dredge grade line shall be removed before moving the dredge from the work area.
- G. The Contractor shall begin dredging at the highest elevation of material to be removed and work toward the lowest elevation. "Glory holing" will not be allowed.
- H. The Contractor shall comply with dredging-related and water quality requirements contained in the permits. See the Supplementary Conditions.
- I. The Contractor shall stop the clamshell bucket as it breaks the surface of the water and allow the bucket to dewater prior to putting dredged material on the barge to reduce turbidity from dredge operations. Material shall not fall or spill from the bucket while lifting the bucket from the water to the material barge.

- J. The Contractor shall notify the Port when dredge work is complete at each terminal. A post-dredge survey of the dredged areas will be taken by the Port and used to verify completion of work to specified dredged depth, slopes, and tolerances. If the Port's post-dredge hydrosurvey finds the Contractor's work not meeting contract plans and specifications, the Port will notify and provide the Contractor with hydrosurvey results. Any material found above the specified grade shall be dredged to within tolerance. The cost of all additional post-dredge hydrosurveys necessary to confirm the Contractor's work shall be withheld from progress payments to the Contractor.
1. The Contractor shall anticipate stand-by time during the post-dredge hydrosurvey operation, and during the evaluation of the hydrosurvey results.
  2. It is anticipated that the electronic post-dredge hydrosurvey will require one day to complete, and the post-dredge hydrosurvey evaluation will require three days to complete. The results of the evaluation will be given to the Contractor for one of the following actions:
    - a. The post-dredge hydrosurvey evaluation determines that the dredging has met contract dredging requirements. The Contractor will be given substantial completion status.
    - b. The post-dredge survey evaluation determines that the dredging has not met contract dredging requirements. The Contractor shall immediately begin clean-up of remaining dredge material designated on the post-dredge survey, until such time as the Contractor notifies the Port of completion of work.
- K. If, in the dredging operation, excess quantities of material over the contract quantities are encountered, the Contractor shall notify the Engineer immediately.
- L. The Contractor shall protect existing piling in and near dredge areas from damage.
- M. When the Contractor is notified of a vessel call at a berth being dredged, all work shall be stopped that interferes with the ship call. The Contractor may continue dredging at an unoccupied berth after vessel tie-up.
- N. Shipping operations will continue at Terminal 2 and Terminal 5 during dredging. Notice will be given to the Contractor of the impending ship arrival. The Contractor shall clear the site of equipment on the dock and in the water, including anchor buoys and any obstruction to the berthing and securing of ships' mooring lines during berthing and during cargo loading and unloading activities. The Contractor shall cease operations if the ship occupies the dredging site. Stand-by time for the duration of the ship on berth shall be anticipated by the Contractor and included in the Bid (see Section 01025, Bid Item 1).

### 3.3 TRANSPORTING DREDGED MATERIAL FOR DISCHARGE/DISPOSAL

- A. Transport dredged material on barges to the disposal site.
- B. The Contractor shall provide the following information on each dredge material barge that will be used:
  1. Name of barge.

- 2. Length, beam, and molded depth of each barge.
- 3. Dredge material capacity of barge.
- 4. Hydrostatic data certified by a naval architect for determining barge displacement in short tons, per each 1 foot of displacement between loaded and light drafts.
- 5. Expected draft of barge loaded to capacity with dredge material.
- 6. Cleat layout for tie-up to Port crane barge for unloading.

C. Barge Types:

- 1. Multiple cell or split-hull type: Barge(s) shall be in good condition with no leaks in the hull or in the bottom dumping mechanism. The barge shall be delivered to the Port's disposal operations moorage with sufficient freeboard inside the barge so that no water spills over the side of the barge while under way. The Contractor shall keep a minimum of 1 foot of freeboard inside the material barge cell bin.
- 2. Bin barges shall have side walls intact with no leakage. Mid ship transverse bulkhead shall be intact with no leakage.
- 3. Load lines shall be clearly shown on the barge and loading shall not take the barges below the load lines. The towboat shall be of sufficient horsepower for moving the barge and maneuvering through marine traffic to be encountered between the dredging site and disposal site.

DISPOSAL

A. Disposal sites will be the Suttle Road upland disposal area at the North Portland Harbor upriver from Terminal 6 for dredged material, and a Contractor-provided upland debris site approved by the Engineer.

- 1. The Contractor's barges with dredged materials shall be transported to the disposal area by tug and delivered to the Port for disposal of material.
- 2. Time lost due to debris in the dredged material that plugs the pump and shuts down the material disposal operation, will be added to the turn-around time of the Contractor's barges.
  - a. Cost of repairs and time lost in the fulfillment of the contract due to breakage of the pump by ingestion of oversize debris will be charged to the Contractor.
- 3. Debris Disposal:
  - a. Dispose of debris at an approved upland disposal site.
  - b. Do not dispose of debris in water.
  - c. Submit receipts for debris disposal to the Engineer.



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**3.5 WATER QUALITY AND TURBIDITY**

- A. Conduct dredging operations to ensure adherence to turbidity and water quality requirements. Prevent resuspension of material in the vicinity of the site.**
  - 1. The Contractor shall develop a contingency plan with dredge procedures for reducing turbidity in the event of a work shutdown resulting from water quality violations. Submit the contingency plan at the preconstruction meeting.**
- B. Work in the dredging area shall be done so as to minimize turbidity increases in the water that would degrade water quality and damage aquatic life, erosion of banks or bottom, or other water quality impacts. Turbidity shall not exceed 10 percent above natural stream turbidities, except as allowed by OAR 340-41-442. The Contractor shall take all normal precautions to prevent turbidity at the dredging site including, but not limited to, making each pass of the bucket complete including dredging and dumping to the barge, and bringing the bucket fully over the barge before discharging. There shall be no filling of the barge which will result in water overflow from the material cell of the barge. The bucket shall be placed on the bottom rather than dropped unless dropping is required to excavate the sediments. Vertical bucket retrieval shall be at moderate speed to minimize the erosion of materials from the bucket. Retrieval speed of the bucket shall be reduced if water quality monitoring indicates increased levels of turbidity.**
- C. The Contractor shall keep an operator's log and a daily progress chart aboard the dredge at all times for inspection. These documents will be submitted to the Port for retention with the contract file at the completion of the dredging work. The Engineer will provide daily inspections to assure conformance with the log and progress chart.**
- D. Water quality monitoring will be conducted during dredging as described in the permits.**

**3.6 REPORTING REQUIREMENTS**

- A. A daily report of operations shall be prepared and maintained and copies submitted to the Engineer. Further instructions on the preparation of the report will be furnished at the preconstruction conference.**

**END OF SECTION**

FOR PORT USE ONLY

2001D015

T2, BERTHS 204, 205, & 206, BERTH 501 & BARGE SLIP  
MAINTENANCE DREDGING

07-Sep-01

PM: HERMAM    CCM: DURSTJ    Type: Cont  
PE: HAYNEW    INSP: SCHMIF

Location: GT

Project No.	Task No.	Task Status	Task Title
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52449	O		T-2/T-5 MAINTENANCE DREDGING 2001/2002
	001	C	TASK TO ACTIVATE NEW PROJECT
	110	O	01D015 DESIGN
	111	O	01D015 CONSULTANTS
	120	O	01D015 ALL PERMITTING COSTS
	130	O	01D015 CONSTRUCTION CONTRACT - ONLY
	131	O	01D015 CONSTRUCTION MGMT
	132	O	01D015 ENGR SUPPORT
	134	O	01D015 OPERATING COST REHANDLING FACILITY
	135	O	01D015 MATERIAL DISPOSAL/REMOVAL
	136	O	01D015 NAVIGATION DIV SUPPORT
	140	O	01D015 PROJECT CLOSE OUT
	150	O	01D015 MARINE OPS SUPPORT
	180	O	01D015 PROJECT MGMT
	190	O	01D015 ENVIRONMENTAL